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

Request for Quotation

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SAM0703

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ADDRESS CORRESPONDENCE TO ATTENTION OF

BUTCH CHITTUM 304-558-8806

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AND MAPPING BOARD
GREENBROOKE BLDG SUITE 201A
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CHARLESTON, WV

25301 304-558-4218 SHIP VIA FOR FREIGHT TERMS DATE PRINTED. TERMS OF SALE 04/24/2007 BID OPENING DATE: 05/10/2007 BID OPENING TIME 01:30PM UNIT PRICE AMOUNT LINE QUANTITY UOP ITEM NUMBER NO

> THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RA MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.

THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.

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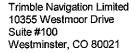
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May 4, 2007

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Re: Request for Quotation # SAM0703

Mr. Butch Chittum:

The bid quotation is a response to the open end contract to provide hand-held mapping grade GPS units to the West Virginia Addressing and Mapping Board. You will find a response to the sections outlined within Page 10 - 12 of RFQ SAM-0703.

Section 1. Introduction

The hand-held mapping grade GPS unit is fully compatible, integrated and tested for use with Acquis ADE Mobile software. Acquis, Inc. is an authorized system integrator / business partner for Trimble Mapping & GIS products.

Section 2. Technical Specifications

2.1. GPS General Physical Characteristics

- a. Integrated high-sensitivity GPS/WAAS (SBAS) receiver and antenna / 2–5 meter real-time accuracy / NMEA and SiRF protocol support
- b. 300 MHz processor
- c. 64 MB RAM
- d. 128 MB non-volatile Flash data storage
- e. SD memory card slot for SD cards up to 2GB
- f. Color display, daylight readable
- g. Ergonomic and lightweight (0.3 lb) pocket sized cable-free design
- h. Shock, dirt and water-resistant (with optional ruggedized case)
- i. Internally rechargeable and removable Li-lon battery
- j. Integrated Bluetooth wireless technology and integrated 802.11b/g wireless LAN
- k. PC connectivity (Bluetooth, 802.11b/g wireless LAN, USB slave port.) Includes 1m mini USB cable.
- Vehicle power adapter
- m. Power supply with international adapter kit

2.2. GPS Compatible Software

- a. Microsoft Windows Mobile version 5.0 software
- b. Latest compatible versions of Microsoft ActiveSync®, Calculator, File Explorer, Internet Explorer, Pictures, Excel Mobile, Outlook Mobile (Inbox, Calendar, Contacts, Notes, Tasks), Word Mobile, Windows® Media Player / Transcriber (handwriting recognition)
- c. GPS Controller for controlling NMEA output and in-field mission planning / TrimPix software for wireless camera support. Download from www.trimble.com/trimpix.asp
- d. Compatibility with Acquis ADE Mobile software

2.3. GPS Accessories

- a. Weather resistant external GPS magnetic antenna
- b. Input/Output connector for external ports

Trimble

- c. Quick Start Guide (User manual)
- d. Carry case
- e. Stylus kit

2.4. Other Technical Specifications

a. See attached technical data sheet for the hand-held mapping grade GPS unit

Section 3. Delivery

Trimble will guarantee the delivery of the first 60 hand-held mapping grade GPS units within 30 days of contract award.

Section 4. Warranty Information

Hardware warranty is twelve (12) months for the hand-held mapping grade GPS unit. One (1) point of contact (POC) within the West Virginia Addressing and Mapping Board should establish / maintain the receipt of the hand-held mapping grade GPS units by registering the units at the Trimble Registry website:

www.trimble.com/register The Trimble Registry will notify the POC via email of software, hardware and firmware upgrades. Additionally, the hardware warranty expiration date will be delivered via email 30 days before the hardware warranty will expire on the units. In the event a Trimble Registry account is not created and the supplied hand-held mapping grade GPS units are not registered at this website, notification of software, hardware, or firmware upgrades will not take place. See the attached document regarding the warranty policy.

Section 5. Technical Support

Technical support on the hand-held mapping grade GPS unit will be provided to ALL employees of the West Virginia county 9-1-1 offices and to the West Virginia Addressing and Mapping Board. Trimble will issue a toll free phone number and email address for all employees who are working with the hand-held mapping grade GPS units to have direct communication with an authorized Trimble Support Partner for technical support issues (if applicable.) A secondary source of technical, software, hardware and firmware support will be appointed, by Trimble, to a local authorized Trimble Business Partner.

Section 6. Training

Not applicable.

Section 7. Pricing quotation

| Quantity | Model / Desc. | Price per unit w/freight | Total Price / 60 units |
|----------|------------------|--------------------------|------------------------|
| 60 | Juno ST GPS unit | \$976.00 | \$58,540.00 |

Thank you very much for the opportunity of allowing the manufacture, Trimble, to provide a bid quotation for the hand-held mapping grade GPS receiver unit. We look forward to working with you and the West Virginia Addressing and Mapping Board. If there are any questions, do not hesitate to contact me at the below numbers.

Best regards,

Chad Hall
North America Sales Manager
Business Partner Channel - Mapping & GIS Division
Trimble Navigation Ltd.
512-219-9110 Office
512-219-9015 Fax
512-775-6044 Mobile

DATASHEET



June-ST handhe

KEY FEATURES

Priced to equip an entire workforce

Lightweight and compact

Productive field and office workflow

Windows Mobile 5.0 software familiarity and convenience

Bluetooth and WLAN connectivity

| Start | Star

BEST VALUE GIS DATA COLLECTION SYSTEM

The Juno™ ST handheld is a highly productive yet affordable, non-rugged GPS receiver for field data collection and mobile GIS. The Juno ST handheld is Trimble's most compact, lightweight, fully-integrated field computer, providing 2 to 5 meter GPS positioning in real time or after postprocessing.

Easy to deploy

The Juno ST handheld is ideal for utility companies, government organizations, and agencies that are managing large deployments and tight budgets.

In applications such as forestry mapping and workforce automation, where accuracy may be less important, and high productivity is essential, the Juno ST handheld is ideal. Incorporating a high-sensitivity GPS receiver, it has been specifically designed to maximize yield of positions in hostile environments, such as under forest canopy and up against buildings.

If you need 2 to 5 meter accuracy in the field, you can use the integrated WAAS receiver for real-time corrections. Or you can collect data in the field and postprocess it back in the office to ensure positions are defined to the required accuracy level for your GIS, and to control the overall quality and consistency of your data.

Keeping you mobile

Weighing in at only 133 g (0.3 lb), the Juno ST handheld provides the ultimate in portability to keep your workforce mobile.

The Juno ST handheld is easily carried in a shirt pocket and you won't be weighed down by a large receiver. Every member of your workforce can be equipped at all times.

You never have to worry about running out of memory in the field with the Juno ST handheld's SD card capability. You can be sure that you always have ample storage for data and raster background maps.

Software for field and office productivity

As part of the Trimble family of GPS solutions, the Juno ST handheld is fully compatibile with the entire range of Trimble Mapping & GIS software

Enabling robust, professional data collection and maintenance, you have a choice of TerraSync™ software or the Trimble® GPScorrect™ extension for ESRI ArcPad. You can also choose any off-the-shelf NMEA protocol

GPS field software, or use the GPS Pathfinder® Tools Software Development Kit (SDK) to build an application that's customized to your needs.

Office processing and postprocessing capability is provided with GPS Pathfinder Office software and Trimble GPS Analyst™ extension for ESRI ArcGIS. Full software compatibility allows existing Trimble customers to continue to use the same streamlined workflows and DGPS infrastructure.

Industry standard software

Powered by industry standard Microsoft® Windows Mobile® version 5.0 software, you get all the benefits of an open platform for mobile devices. With Windows Mobile 5.0 software, all your data and applications reside in persistent storage, so they are secure even in the event of power loss.

The Windows Mobile 5.0 software also includes familiar Microsoft productivity tools such as Word Mobile, Excel Mobile, Internet Explorer Mobile, and Outlook® Mobile.

Stay connected

Integrated Bluetooth® and wireless LAN technology provide options for connecting to the Internet and your corporate network to access data and maps and to send and receive email and instant messages.

Use the built-in wireless LAN radio in conjunction with TrimPix™ technology to connect to a range of WiFi-capable Nikon digital cameras for automated capture of digital images. With TrimPix software you can take photos with a high resolution camera and send them wirelessly to your Juno ST handheld to be added as attributes to features in your GIS.

It doesn't get any bigger than this

Don't underestimate the Juno ST handheld based on its size—it may be diminutive in stature but it still provides all the heavy-hitting power of a fully-integrated GPS solution backed by Trimble's entire range of software and support.

Providing reliable, high-quality data collection capability, the Juno ST handheld is available at a price that will allow you to maximize your entire workforce's potential.



Juno ST handheld

STANDARD FEATURES

- Microsoft Windows Mobile version 5.0 software
- 300 MHz Samsung processor
- 64 MB RAM
- 128 MB non-volatile Flash data storage
- SD memory card slot
- Internally rechargeable and removeable Li-ion battery
- · Integrated Bluetooth wireless technology for connectivity to
- · Integrated 802.11b/g wireless LAN for local network connectivity
- Integrated high-sensitivity GPS/WAAS¹ receiver and antenna
- 2-5 meter accuracy after differential correction (real-time or postprocessed)
- NMEA and SIRF protocol support

Software

- . GPS Controller for controlling NMEA output and in-field mission planning
- Microsoft ActiveSync®, Calculator, File Explorer, Internet Explorer, Pictures, Excel Mobile, Outlook Mobile (Inbox, Calendar, Contacts, Notes, Tasks), Word Mobile, Windows® Media Player
- Transcriber (handwriting recognition)
- · TrimPix software for wireless camera support. Download from www.trimble.com/trimpix.asp

Accessories

- · Power supply with international adapter kit
- Vehicle power adapter
- 1m mini USB cable
- Quick Start Guide
- Carry case
- · Rechargeable Li-ion battery

OPTIONAL FEATURES

Software

- TerraSync software
- Trimble GPScorrect extension for ESRI ArcPad software
- GPS Pathfinder Tools Software Development Kit (SDK)
- GPS Pathfinder Office software
- Trimble GPS Analyst extension for ESRI ArcGIS software

Accessories

- · Replacement Li-Ion battery
- External GPS antenna
- Stylus (pack of 2)

TECHNICAL SPECIFICATIONS

Physical

| Size | $in \times 0.7 in$ |
|------------------------------------|--------------------|
| Weight 0.133 kg (0.3 lb) w | vith battery |
| Processor 300 MHz Samsung S3C244 | 2 processor |
| Memory64 MB RAM and 128 MB interna | al Flash disk |
| Power ² | |
| Low (no GPS or backlight) | 10 hours |

Normal (with GPS and backlight*) 6 hours Battery. Removeable 1200 mAh lithium-ion, rechargeable in unit **Environmental**

Temperature

| Operating | 10 °C to +50 °C (14 °F to 122 °F) |
|-----------|-----------------------------------|
| Storage | 20 °C to +70 °C (-4 °F to 158 °F) |

Input/output

Communications. . Bluetooth⁴, 802.11b/g wireless LAN, USB slave port⁵ Display. 2.8" QVGA (Transmissive with micro reflective; TMR) Touch panel, 240 × 320 pixel 65,536 colors, with backlight Audio......Mono speaker, unidirectional microphone speaker

Record and playback utilities Industry-standard 3.5 mm stereo earphone jack Interface Touch screen, Soft Input Panel (SIP) virtual keyboard

handwriting recognition software, power status LED Audio system events, warnings, and notifications

GPS

| Channels | 12 (L1 cod | e only) |
|---------------|---|---------|
| Integrated re | l-time | WAAS1 |
| Update rate. | * | . ,1 Hz |
| Time to first | x 30 seconds (t | ypical) |
| Protocols | | SIRF |
| | NMEA-0183 v3.0 (GGA VTG GIE GSA 7DA GSV | BMC) |

Accuracy (HRMS)6 after differential correction

| Code Postprocessed | 2-5 m |
|--------------------|-------|
| Real-time (WAAS¹) | 25 m |

- 1 WAAS (Wide Area Augmentation System) available in North America only. 2 Using Bluetooth wireless technology or wireless LAN connectivity will consume
- additional battery power. 3 Backlight setting at default level of medium brightness
- 4 Bluetooth and wireless LAN type approvals are country specific. Juno ST handhelds have Bluetooth and wireless LAN approval in the U.S. and EU. For other countries please consult your local Reseller.
- Consult your votal resents.

 5 Fully compatible with USB v2.0 computers.

 6 Horizontal Root Mean Squared accuracy. Requires data to be collected using horizontal mounting, minimum of 4 satellites, PDOP mask at 99, SNR mask at 12 dBHz, elevation mask at 5 degrees, and reasonable multipath conditions. Ionospheric conditions, mask at 3 begrees, and reasonable morphism conditions. Independent morphism multipath signals or obstruction of the sky by buildings or heavy tree canopy may degrade precision by interfering with signal reception. Accuracy varies with proximity to base station by +1 ppm for postprocessing and real-time.

Specifications subject to change without notice.

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DATASHEET



Mapping & GIS Support

TRIMBLE® MAPPING & GIS OFFERS A RANGE OF OPTIONS TO ENSURE THAT YOU, YOUR SOFTWARE, AND YOUR HARDWARE REMAIN SUPPORTED AND PRODUCTIVE.

The Mapping & GIS support and service products give you peace of mind—you can be sure that you won't receive any unexpected costs for hardware malfunctions or software maintenance.

WAINTENANCE

TECHNICAL ASSISTANCE

Software Maintenance Extension

Standard software maintenance is included with every Mapping & GIS software product. It entitles you to install the latest software release for the product within the first 90 days or 12 months (depending on the product) after the product has been purchased.

Software Maintenance Extension extends the current software maintenance entitlement for a product by 1 or 2 additional years. If the software maintenance entitlement for a product has expired, you must purchase an update or a new software release.

Hardware Maintenance Extension

Standard hardware warranty is included with every Mapping & GIS product and warrants against product defects caused by ineffective labor or materials.

Hardware Maintenance Extension extends standard hardware warranty by 1 or 2 additional years. Warranties cannot be extended beyond 3 years.

The 1 Year or 2 Year plan provides

- The certainty of no unexpected costs
- Access to the latest functionality for significantly less than the cost of an upgrade or new installation
- · Continued productivity with the latest functionality
- · Field crews who are all on the same release to minimize support
- Known, scalable maintenance costs
- Ensured compatibility with new releases of Trimble hardware and software and Microsoft® operating system revisions

The 1 Year or 2 Year plan provides

- The certainty of no unexpected costs
- · Reduced impact of potential repairs
- . No costs for parts and labor
- Known, scalable maintenance costs

Priority Support

Technical assistance is freely available to all Trimble Mapping & GIS customers through Internet-based documents and downloads at www.trimble.com/support or from your local Trimble Sales Representative. Additional assistance or a higher priority turnaround can be purchased from one of the Priority Support range of options. Priority Support provides direct telephone access to certified support specialists.

The Per Person plan provides

- · Unlimited access for 1 year for a single person
- The certainty of no unexpected costs
- High priority support and service
- Unlimited assistance
- · Help to stay productive

The Per Company plan provides

- . Unlimited access by anyone in the company for 1 year
- · Certainty of no unexpected costs at a corporate rate
- · High priority support and service
- Unlimited access for staff within your company
- Continued productivity for your company

The Per Incidence plan provides

- Pay-as-you-go telephone or Internet-based access to technical support representatives
- · Flexibility
- · Help to stay productive out in the field and in the office

5

ePlar

The ePlan service plans offer fast service and turnaround options to keep downtimes for your fleet of devices to a minimum—and productivity for your enterprise to a maximum. ePlan gives a standard 3 year warranty for your Mapping & GIS hardware with 5 or 2 day factory turnaround options (depending on the plan). Turnaround times do not include shipping.

The Standard plan provides

- 5 day service turnaround
- The certainty of no unexpected costs
- · Priority service and support for 10 or more products
- Minimized possible downtime

The Silver plan provides

- 2 day service turnaround
- The certainty of no unexpected costs
- High priority support and service for 10 or more products
- Hot spare turnaround service
- Help to stay productive

Talk to your local Trimble Mapping & GIS Sales representative about the Support or Service products that best suit you. Ask about the quantity discounts that you may be eligible for based on the number of products you want covered.

Trimble Mapping & GIS Product Warranty Information

NOTE: The following descriptions contain general product warranty information. For Warranty Exclusions, Disclaimer Limitation of Liability, or the End User License Agreement for a specific product, please refer to the documentation for that product.

The following limited warranties provide specific legal rights. Others may be available, which vary from state/jurisdiction to state/jurisdiction.

HARDWARE LIMITED WARRANTY

All serialized Trimble Mapping & GIS hardware products are shipped with a standard 12-month (1 year) limited hardware warranty, with the ability to extend the warranty period to a maximum of 36 months (3 years). All cables and batteries are shipped with a standard 12-month limited hardware warranty, but do not have the ability to extend the warranty period.

The warranty period for hardware commences on the day the customer receives the product, however, Trimble Mapping & GIS resellers are obligated to transfer product within 90 days of their receipt of the product.

Trimble warrants that a Trimble hardware product (the "Product") shall be free from defects in materials and workmanship and will substantially conform to Trimble's applicable published specifications for the Product for a period of one (1) year, starting from the date of delivery. The warranty set forth in this paragraph shall not apply to software/firmware products.

SOFTWARE LICENSE, LIMITED WARRANTY

All Trimble Mapping & GIS softwa | are shipped with either 90-day or 12-month standard limited maintenance w | anty (depending on the product), with the ability to extend the warranty p | bd.

The warranty period for softw. Commences on the day the proof-of-purchase number (POPN) that is printed on the product is registered and converted to an installation serial number. Trimble Mapping & GIS resellers who register the POPN on behalf of their customers are obligated to transfer the software installation serial number within 90 days of its registration to the customer.

A Trimble software product (the "Software") is licensed and not sold. Its use is governed by the provisions of the applicable End User License Agreement. ("EULA"), if any, included with the Software. In the absence of a separate EULA included with the Software providing different limited warranty terms, exclusions, and limitations, the following terms and conditions shall apply. Trimble warrants that a Trimble Software product will substantially conform to Trimble's applicable published specifications for the Software for a stated period of time, starting from the date of delivery.

WARRANTY REMEDIES

Trimble's sole liability and your exclusive remedy under the warranties set forth above shall be, at Trimble's option, to repair or replace any Product or Software that fails to conform to such warranty ("Nonconforming Product"), or refund the purchase price paid by you for any such Nonconforming Product, upon your return of any Nonconforming Product to Trimble in accordance with Trimble's standard return material authorization procedures.

EXTENSIONS AND UPDATES

The Hardware Warranty and Software Maintenance extension products can only be purchased for and applied to Trimble Mapping & GIS products that are still within a current warranty entitlement period. Hardware warranty extensions cannot be applied to hardware products that are outside of warranty. Registered end users with software products that are outside of the maintenance warranty period can purchase and apply the appropriate software update product to reinstate the maintenance warranty for the product. The reinstatement of maintenance warranty shall be at Trimble's sole discretion.

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WV-96 Rev. 5/94

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. <u>ARBITRATION</u> Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's
 governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- INTEREST Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law.
 All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. <u>LIMITATION OF LIABILITY</u> The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. <u>RIGHT TO NOTICE</u> Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

| VENDOR |
|----------------------|
| Company Name: RIMBLE |
| Signed: |
| Title: MANAGER |
| 5/7/07 |
| |

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 owned 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 exceed 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

| Vendor's Name: | RINGLE | | | |
|-----------------------|--------|-------|--------|--|
| Authorized Signature: | CDDD0 | Date: | 5/7/07 | |