



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
<b>SAM0703</b>

PAGE
<b>1</b>

ADDRESS CORRESPONDENCE TO ATTENTION OF
<b>BUTCH CHITTUM</b> <b>304-558-8806</b>

RFQ COPY  
TYPE NAME/ADDRESS HERE

Caron East, Inc  
6801 Mud River Road  
Barboursville, WV 25504

WV STATEWIDE ADDRESSING  
AND MAPPING BOARD  
GREENBROOKE BLDG SUITE 201A  
1124 SMITH STREET  
CHARLESTON, WV  
25301 304-558-4218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>04/24/2007</b>	<b>Net 30 Days</b>	<b>Delivered</b>	<b>Final Dest</b>	<b>N/A</b>
BID OPENING DATE: <b>05/10/2007</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
OPEN END CONTRACT						
0001	60	EA		725-78	1740	104,400
GPS RECEIVERS, SOFTWARE, AND ACCESSORIES						
HAND HELD GLOBAL POSITIONING SYSTEM (GPS) RECEIVERS, SOFTWARE, AND ACCESSORIES AS PER THE ATTACHED.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... 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)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	(301) 724-4490	5/9/2007
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Rep	52-1633407	

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



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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Christie W. Roberson</i>	(301) 724-4490	5/9/2007
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Rep	52-1633407	

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FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-  
CALLY NULL AND VOID, AND IS TERMINATED 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. 04/11/2001

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 REFUSA  
SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY  
MANNER.

REV. 3/88

PRICE ADJUSTMENTS WILL BE CONSIDERED AT TIME OF  
RENEWAL IN ACCORDANCE WITH THE FOLLOWING.

EXHIBIT 6

PRICE ADJUSTMENT PROVISION:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TITLE Sales Rep

FEN

52-1633407

TELEPHONE

(301) 724-4490

DATE

5/9/2007

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<p>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 ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>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.</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	<b>(301) 724-4490</b>	<b>5/9/2007</b>
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<b>Sales Rep</b>	<b>521633407</b>	

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<p><b>MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</b></p> <p><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p><b>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</b></p> <p><b>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p> <p><input type="checkbox"/> 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</p> <p><input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p><input type="checkbox"/> BIDDER IS A CORPORATION 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</p>						

SIGNATURE <i>[Signature]</i>		SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE <i>Sales Rep</i>	FEIN <i>52-1633407</i>	TELEPHONE <i>(301) 724-4490</i>	DATE <i>5/9/2007</i>

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<p>BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> 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;</p> <p>OR</p> <p><input type="checkbox"/> 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Christina R.</i>	<b>(301) 2724-4490</b>	<b>5/9/2007</b>
TITLE	FBN	
<b>Sales Rep</b>	<b>52-1633407</b>	

ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: <u>CARON EAST, INC</u></p> <p>DATE: <u>May 9, 2007</u></p> <p>SIGNED: <u>Christ W. Rb</u></p> <p>TITLE: <u>SALES REP</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Christ W. Rb</u>	TELEPHONE <u>(301) 724-4490</u>	DATE <u>5/9/2007</u>
TITLE <u>Sales Rep</u>	FAX <u>52-1633407</u>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION</b> <b>PURCHASING DIVISION</b> <b>BUILDING 15</b> <b>2019 WASHINGTON STREET, EAST</b> <b>CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</b> <b>THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER:-----BUTCH CHITTUM 44-----</b></p> <p><b>RFQ. NO.:-----SAM0703-----</b></p> <p><b>BID OPENING DATE:---05/10/2007---</b></p> <p><b>BID OPENING TIME:-- 1:30 PM-----</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</b> <b>TO CONTACT YOU REGARDING YOUR BID:</b></p> <p><b>----- (301) 724-6139 -----</b></p> <p><b>CONTACT PERSON (PLEASE PRINT CLEARLY):</b></p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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***** THIS IS THE END OF RFQ SAM0703 ***** TOTAL: <u>104,400</u>						

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## Section 1. Introduction

The West Virginia Addressing and Mapping Board (WVSAMB or Board) is requesting bid quotations for the procurement of a minimum of sixty (60) hand-held mapping grade Global Positioning System (GPS) receivers.

The Board is soliciting bids for integrated hand-held Global Positioning System (GPS) receivers and related equipment on behalf of West Virginia county 9-1-1 offices. The GPS equipment will be used by county 9-1-1 offices for base-map maintenance related to Enhanced 9-1-1 dispatch services in the counties. The requested GPS equipment will also allow the counties to perform work necessary to accelerate completion of the project, such as conducting spatially accurate on-site mapping of streets, landmarks, structures, and other features for input into the statewide addressing system in an easy-to-use, rapid method.

The Board, upon the technical recommendation of the Board's Project Management (PM) team, has procured a statewide, unlimited use license of Acquis ADE Mobile mapping software for use in data collection and web-based data input into the statewide database management system. The vendor **must** confirm in writing that the requested GPS unit is fully compatible, integrated and tested for use with the Acquis ADE Mobile software. The PM Team will install copies of the Acquis ADE Mobile software onto the requested GPS units.

**NOTE: The successful GPS vendor is not responsible for installation of the Acquis ADE software onto the requested GPS units.**

The requested GPS equipment **must** be compatible with the existing Oracle-based Statewide Addressing and Mapping System (SAMS) and **must** be able to use the Acquis ADE Mobile software that is being implemented for the long-term maintenance of the statewide addressing and mapping system.

**NOTE: Prior to award, the lowest responsible bidder may be required to demonstrate the GPS unit, verifying all mandatory requirements have been met, at a meeting in the Charleston area. Time and place shall be determined by the Board.**

## Section 2. Technical Specifications

The West Virginia Statewide Addressing and Mapping Board (WVSAMB) requests quotations for a minimum of sixty (60) handheld mobile GPS Units with the following *minimum mandatory* specifications and components.

**NOTE: The vendor may propose alternative "or equal" specifications that meet or exceed those described.**

### 2.1. GPS General Physical Characteristics

- a. Integrated SBAS receiver with real-time / sub meter (3 ft) accuracy
- b. 200 MHz processor
- c. 128 MB memory
- d. 1 GB upgradeable non-volatile Flash data storage
- e. SD card slot
- f. Color display, daylight readable

- g. Ergonomic cable-free design
- h. Shock, dirt and water-resistant housing
- i. Removable, internally rechargeable battery w/ 8 hours run-time
- j. Bluetooth wireless or 802.11b wireless LAN
- k. PC connectivity (USB or ethernet)
- l. Vehicle power adapter
- m. External power cord

## **2.2. GPS Compatible Software**

- a. Microsoft Windows CE .NET 4.2 (OR EQUAL) or later.
- b. Latest compatible versions of Microsoft ActiveSync®, Windows Explorer, Internet Explorer, Windows® Media, Microsoft Office file viewers.
- c. All GPS utilities software and firmware applicable to the unit being ordered.
- d. Compatibility with Java applications, primarily Acquis ADE Mobile software (installed separately)

## **2.3. GPS Accessories**

- a. Weather resistant external magnetic antenna
- b. Input/Output connector for external ports
- c. User manual
- d. Hand strap
- e. Pouch
- f. Stylus kit

## **2.4. Other Technical Specifications**

- a. Vendor shall supply a technical data sheet for the proposed device

## **Section 3. Delivery**

Prior to award, vendor must supply a written guarantee that delivery of the first 60 GPS units will be made to the agency within 30 days of receipt of purchase order.

## **Section 4. Warranty Information**

The vendor shall supply a copy of the warranty provisions for the proposed equipment. The vendor shall notify the agency of all software and hardware upgrades, and shall also describe how the Agency will be notified of software and hardware upgrades during and after the warranty period expires, for as long as the contract is in effect.

## **Section 5. Technical Support**

The vendor must provide technical, software, hardware and firmware support. Support must include, but not be limited to, upgrades of firmware, hardware and software. Vendor shall describe terms and conditions of support, and how it is to be provided.

### Section 6. Training

The vendor is not required to provide training for the requested equipment. However, the vendor may at its option supply a list of training classes and training rates for those counties that may independently wish to obtain additional training on use of the GPS equipment at the county's expense.

### Section 7. Pricing Quotation

The vendor shall submit a firm fixed price based upon the stated specifications and estimated number of units of the requested equipment. To accommodate the potential acquisition of additional units by the counties, pricing shall be effective for one year from contract execution date as indicated in Exhibit 3 'Life of Contract' language of the specifications. Each price is based on an estimated initial quantity of sixty (60) units. Estimated quantities are for bid evaluation purposes only and do not guarantee an actual quantity to be ordered. Vendor shall submit price quotations in the following format.

<u>Quantity</u>	<u>Model Number / Desc.*</u>	<u>Price per unit w/freight</u>	<u>Total Price / 60 Units</u>
60	Magellan Mobile Mapper Ce	\$ 1,740	\$ 104,400

\*Additional information and itemized descriptions should be appended separately to the price quotation (see also Section 2.4).

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## AGREEMENT ADDENDUM

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

1. **ARBITRATION** - 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.
3. **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.
6. **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.
9. **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. **SIMILAR SERVICES** - 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. **LIMITATION OF LIABILITY** - 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. **RIGHT TO NOTICE** - 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. **AMENDMENTS** - 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.

ACCEPTED BY:  
**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: CARON EAST, INC

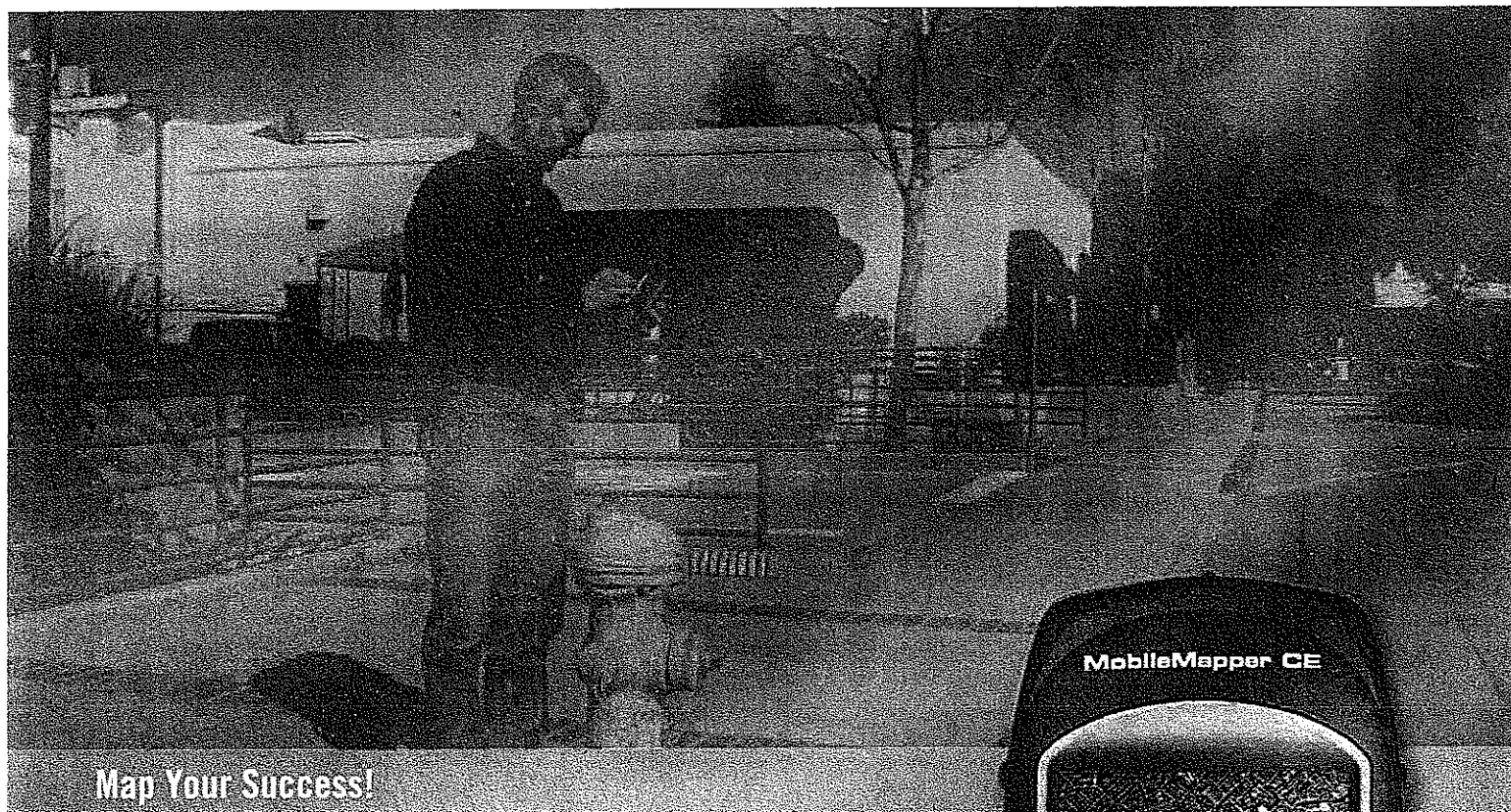
Signed: Christopher W. R.

Title: SALES Rep

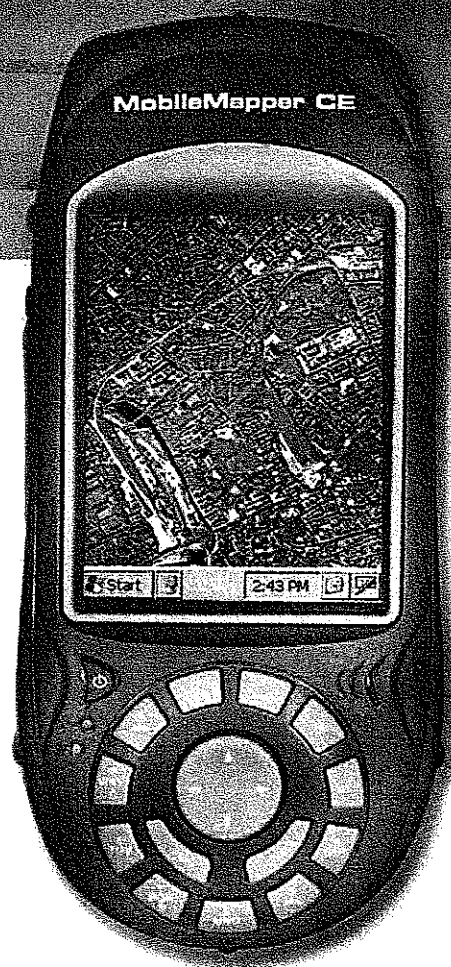
Date: MAY 9, 2007



# MobileMapper™ CE NETWORK GENERATION



Map Your Success!



# Map Your Success!

## MobileMapper CE

### The Ultimate Mobile Mapping Platform

MobileMapper CE is the most cost effective handheld GPS for high-accuracy mobile mapping. Easy-to-use, it features an open platform design with embedded Microsoft® Windows® CE for maximum flexibility, supporting off-the-shelf Windows CE software for GIS and mobile mapping applications.

Rugged and affordable, MobileMapper CE enables you to double the number of GPS / GIS users and accelerate your success with superior GNSS accuracy and performance.

State-of-the-art, user-friendly features make the MobileMapper CE the right choice for all your demanding GIS needs.



### Best Price-To-Performance Ratio On The Market

MobileMapper CE, is the standard for performance and affordability in handheld GPS / GIS receivers.

It offers an impressive array of high-performance features, including:

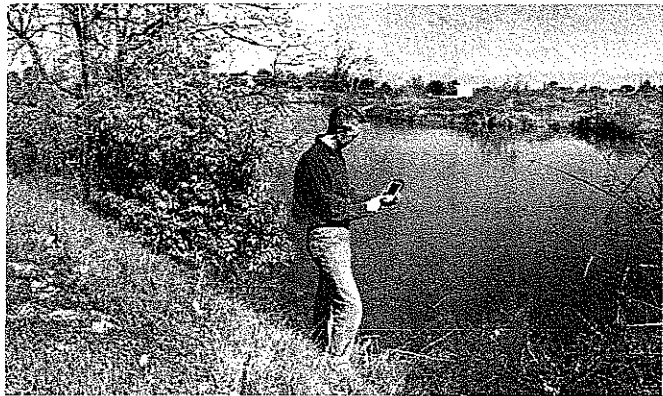
- Real-time sub-meter and sub-foot post-processed GNSS accuracy
- Bluetooth® wireless technology
- Field replaceable all-day battery
- Removable SD card memory
- Easy touch screen and built-in alphanumeric keypad

Robust features and free firmware upgrades mean there's no need to compromise performance for cost. You get it all at an affordable price.

## High Performance GPS

Embedded GNSS capability provides accurate data processing and superior data reliability.

The fully integrated 14-channel GNSS receiver offers sub-meter accurate data positioning in real-time. Achieve sub-foot accuracy in post-processing with the embedded GPSDifferential™ Module.



Precisely navigate to a point of interest, create line functions or calculate area surface with capabilities far beyond PDAs and other non-GPS devices which simply cannot perform these operations.

MobileMapper CE GNSS technology maintains high-precision in challenging environments with multipath mitigation, optimized to perform in urban canyons and dense foliage.





## Maximum Flexibility In The Field

MobileMapper CE is the most flexible GPS / GIS system available, offering multiple operating modes and configurations.

MobileMapper CE delivers real-time sub-meter accurate GNSS positioning using SBAS or Beacon corrections. It offers the added flexibility of NTRIP and Direct IP network communication for RTCM real-time corrections.



Seamlessly add the power of post processing to virtually any mobile GIS software application with the GPS Differential Module software. Sub-meter and sub-foot mapping is easy to achieve, even where real-time corrections are not available or in difficult environments such as forestry and urban development.

MobileMapper CE easily adapts to your task and any mapping conditions, consistently delivering high accuracy and enhanced performance for all your GIS needs.

## Become a Software Business Partner

Magellan is actively building Business Partnerships for software development and is focused on customers' need for complete GPS / GIS solutions.

Business Partner Software Libraries provide third-party developers with complete control over all GPS functions and allow them to quickly and cost-effectively integrate post-processing differential corrections into their own GIS software. Developers can easily expand their offerings with the power of real-time and post-processed GPS.

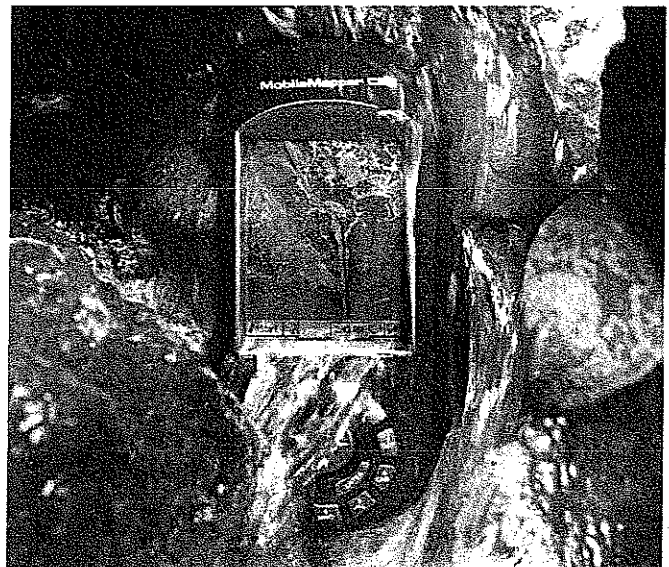
These GPS / GIS applications, integrated into the MobileMapper CE platform, provide customers with simple all-in-one GIS solutions, allowing them to focus on the task at hand rather than device configuration.

Become a Software Business Partner and expand your business through joint marketing, demand generation and close collaboration with Magellan.

## Extremely Rugged And Waterproof

The rugged design of MobileMapper CE defeats harsh environments where consumer-grade pocket computing devices such as PDAs and other GPS receivers are easily damaged.

Built to withstand a drop to concrete and remain waterproof even when immersed, the MobileMapper CE is perfect for use in public safety, civilian and federal agencies, utilities, environmental monitoring, natural resources and a host of other industries where management and mapping of field assets is critical and otherwise difficult.



## Business Partner Contacts

**In North, Central and South America:**  
[businesspartners@magellangps.com](mailto:businesspartners@magellangps.com)

**In Europe, Middle East and Africa:**  
[businesspartnersemea@magellangps.com](mailto:businesspartnersemea@magellangps.com)

**In Asia Pacific:**  
[businesspartnersapac@magellangps.com](mailto:businesspartnersapac@magellangps.com)





# MobileMapper CE Technical Specifications

## GNSS Characteristics

- 14 parallel channels
- Integrated SBAS (WAAS, EGNOS, MSAS)
- L1 C/A code and carrier
- Update rate: 1 Hz
- Protocol: NMEA 0183 v 3.0
- RTCM SC-104 version 2.3 (9.2 & 1.2)

## Accuracy Specifications

### Real-Time Performance (RMS)

- Sub-meter accuracy (3ft) with SBAS<sup>1</sup>, Beacon, NTRIP, Direct IP or other RTCM corrections

### Post-processing Performance (RMS)

- Sub-foot accuracy (30 cm)<sup>2</sup>

## Business Partner Software Libraries

- GPSDifferential Module and MobileMapper Office for post-processing<sup>3</sup>
- Software Development Kit (SDK) and GPS Application Programming Interface (API)<sup>4</sup>

## Software

- Microsoft Windows CE .NET 4.2
- ARM920T based processor
- GPS Utilities – provides GPS initialization, reset, settings and status, mission planning, port configuration and DGPS configuration (SBAS, Beacon, NTRIP, Direct IP, other )
- Bluetooth Manager – full-featured Bluetooth connectivity configuration utility
- Microsoft WordPad, Internet Explorer®, Windows Explorer, Terminal, ActiveSync®, Windows Media Player and Inbox
- Microsoft File Viewers: Excel, Word and Image Viewers
- EZ Recorder – sound record and playback program

## Physical Characteristics

### Size & Weight

- Size: 19.5 cm x 9 cm x 4.6 cm (7.7 in x 3.5 in x 1.8 in)
- Weight: 0.48 kg (1.05 lb) with battery

### User Interface

- Full color, daylight readable, advanced TFT liquid crystal display (LCD) with backlight
- 320 x 240 pixels resolution with 262,144 colors
- Resistive touch panel
- Alphanumeric keyboard with backlight: 18 buttons
- Audio: built-in microphone and speaker

## Memory

- 128 MB SDRAM, 128 NAND Flash memory
- Removable SD Card: up to 1 GB

## Interface

- Integrated Bluetooth wireless technology
  - Specification 1.2 compliant
  - Point-to-point and point-to-multipoint
  - Profiles: serial port, OBEX, FTP, dial-up networking
- Lemo coaxial external antenna connector
- USB: host and slave
- RS232

## Environmental Characteristics

- Operating Temp: -10°C to 60°C (14°F to 140°F)
- Storage Temp: -20°C to 70°C (-4°F to 158°F)
- Weather: IEC-529 IPX7 Standard (withstands water immersion for < 30 min. at depth of 1 m)<sup>5</sup>
- Shock: 1.5 m (4.9 ft) drop to concrete

## Power Characteristics

- Battery type: 3.7 V lithium-ion, 3900 mAh
- Battery life: up to 12 hours run-time with GNSS<sup>6</sup>
- Removable, rechargeable battery
- External power port for extended operation time

## Language Support

- Microsoft Windows CE operating system language support such as English, French, German, Spanish, Portuguese, Dutch, Swedish, simplified Chinese and Japanese

## Accessories

### Standard Accessories

- Clip-on I/O module with external power, USB and serial ports
- Universal A/C adapter
- Removable, rechargeable lithium-ion battery
- 128 MB Secure Digital memory card (expandable)
- USB data cable
- Carrying case
- Hand strap
- Stylus pens (2)
- MobileMapper CE companion CD includes supported international language fonts and ActiveSync 3.7.1., Getting Started Guide

## Optional Accessories

- MobileMapper Beacon – Bluetooth enabled beacon differential correction receiver
- External antenna
- Power cable with cigarette lighter adapter
- 3.7 V lithium-ion rechargeable battery
- External battery charger
- Stylus pens
- Carrying case
- USB data cable
- Clip-on I/O module with external power, USB and serial ports

## Emissions Certification

- Immunity (EN 55022 Class B)
- Susceptibility (EN 50082-1)
- FCC and CE certified

<sup>1</sup> Prism technology impact varies on satellite conditions and may not apply at all time in all area in the world.

<sup>2</sup> Assuming GPSDifferential Module and GPS precision antenna are used for raw data collection

<sup>3</sup> For SW Integrators only

<sup>4</sup> When a Business Partner Agreement has been approved

<sup>5</sup> Except for the battery compartment

## Mobile Mapping Contact Information:

In USA +1 408 615 3970 • Fax +1 408 615 5200  
Toll Free (Sales in USA/Canada) 1 800 922 2401  
In South America +56 2 273 3214 • Fax +56 2 273 3187  
Email [mobilemapping@magellangps.com](mailto:mobilemapping@magellangps.com)

In Singapore +65 6235 3678 • Fax +65 6235 4869  
In China +86 10 6566 9866 • Fax +86 10 6566 0246  
Email [mobilemappingapac@magellangps.com](mailto:mobilemappingapac@magellangps.com)  
[www.pro.magellangps.com](http://www.pro.magellangps.com)

Magellan follows a policy of continuous product improvement; specifications and descriptions are thus subject to change without notice. Please contact Magellan for the latest product information.

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**MAGELLAN®**  
PROFESSIONAL

# 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 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.

**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](http://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: CAROL EAST, INC

Authorized Signature: [Signature] Date: MAY 9, 2007