



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  
**7780080**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION FOR  
**MICHAEL AUSTIN  
 304-558-2402**

POSTAL SERVICE

\*C17105928 800-255-1353  
 MARKS PRODUCTS INC  
 HCR 03 BOX 107 A  
 BURNSVILLE VA 24487

SHIP TO

DIVISION OF HIGHWAYS  
 MATERIALS, CONTROL, SOILS,  
 & TESTING  
 190 DRY BRANCH DRIVE  
 CHARLESTON, WV  
 25306 304-558-8984

DATE PRINTED <b>05/22/2008</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: <b>06/04/2008</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
BID OPENING DATE AND TIME CHANGED						
FROM: 05/28/08 AT 1:30 P.M.						
TO: 06/04/08 AT 1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		655-39	<u>\$15,920</u>	<u>\$15,920</u>
				DOWNHOLE CAMERA SYSTEM		
***** THIS IS THE END OF RFQ 7780080 *****					TOTAL:	<u>\$15,920</u>

RECEIVED

2008 JUN -3 A 10:48

PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John M. Clark</i>	TELEPHONE 800 255 1353	DATE 2 June 2008
TITLE Marketing Director	FEIN 25-1579004	ADDRESS CHANGES TO BE NOTED ABOVE

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

# Order Form Deluxe Motorized Winch GeoVISION™ Borehole Camera System

The Two Year Limited Warranty applies to the GeoVISION Deluxe system when purchased with a stainless steel camera. 2YW = Parts covered by the Two Year Warranty	<b>North American Discount Price</b>
<b>Motorized GeoVISION winch with tripod, OSD, control panel, centralizer, Camera Lights On/Off circuit</b> for stainless steel cameras, <b>and deluxe case.</b> Includes many parts which are listed in the owners manual (GVJR957) 2YW	\$4125
<b>Standard Stainless Steel Color camera - 1 5/8 inch Diameter (GVJR-1081) - 2YW</b>	3500
Alternative 3.6 mm lens	50
325 feet of cable – Approximately 100 meters (GVJR- 924)	238
Sony DVD recorder VRD-MC5	400
7 Inch LCD color monitor – Sun shade and winch mounting bracket (GVJR-1161)	300
<b>Super Eight Light 2000 – 8 Mini Maglites and bracket (GVJR-1213)</b>	635
<b>Wide span Super Eight Light 2000 Custom – 8 Mini Maglites and bracket (GVJR-1213)</b>	1000
<b>Motorized Pan-tilt- 1¼ inch diameter - St/Jr cameras only (GVJR-0697) - 2YW</b>	4500
<b>Generator - gasoline powered EU1000I 1000 watts (8.3 A) of Honda 120 AC Power Super quiet - 53 to 59 dB(A)</b>	1020
<b>Sub Total</b>	\$15,768
Shipping, handling, and insurance	152
<b>Total</b>	\$15,920

Bid for: Michael Austin West Virginia Division of Highways 190 Dry Branch Drive Charleston, WV 25306	Ship To: Michael Austin West Virginia Division of Highways Materials, Control, Soils, and Testing 190 Dry Branch Drive Charleston, WV 25306
Contact Information: (304)558-2402 (304)558-8984	Billing and Payment Information: 30 Days net
Date: 2 June 2008	Shipping instructions: UPS Ground

**Marks Products, Inc. 1243 Burnsville Road, Williamsville, VA 24487-2147**

For Marks Products information, sales, brochures, DVD's, and prices call John Wilson at **800-255-1353** toll free from the US and Canada, elsewhere 804-741-4274. Fax 866-871-9646, Email [john@geovision.org](mailto:john@geovision.org), or website [www.geovision.org](http://www.geovision.org) 11 April 2008

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 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](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:

Marks Products, Inc.

Authorized Signature:

[Handwritten Signature]

Date:

2 June 2008

**AGREEMENT ADDENDUM**

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court 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 to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. 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. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
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. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **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: Mark's Products, Inc

Signed: John M. Wilson

Title: Marketing Director

Date: 2 June 2008



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

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**MICHAEL AUSTIN  
 304-558-2402**

VENDOR

\*C17105928 800-255-1353  
 MARKS PRODUCTS INC  
~~HCR 03 BOX 107 A~~  
 1243 Burnsville Road  
~~BURNSVILLE VA 24487-2147~~  
 Williamsville

SHIP TO

DIVISION OF HIGHWAYS  
 MATERIALS, CONTROL, SOILS,  
 & TESTING  
 190 DRY BRANCH DRIVE  
 CHARLESTON, WV  
 25306 304-558-8984

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	1			DOWNHOLE CAMERA SYSTEM		
***** THIS IS THE END OF RFQ 7780080 ***** TOTAL:						\$15,920

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 800 255 1353 DATE: 2 June 2008

TITLE: Marketing Director FEN: 25-1579004 ADDRESS CHANGES TO BE NOTED ABOVE

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# Order Form Deluxe Motorized Winch GeoVISION™ Borehole Camera System

The Two Year Limited Warranty applies to the GeoVISION Deluxe system when purchased with a stainless steel camera. 2YW = Parts covered by the Two Year Warranty	<b>North American Discount Price</b>
<b>Motorized GeoVISION winch with tripod, OSD, control panel, centralizer, Camera Lights On/Off circuit</b> for stainless steel cameras, <b>and deluxe case.</b> Includes many parts which are listed in the owners manual (GVJR957) 2YW	\$4125
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Sony DVD recorder VRD-MC5	400
7 Inch LCD color monitor – Sun shade and winch mounting bracket (GVJR-1161)	300
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<b>Wide span Super Eight Light 2000 Custom – 8 Mini Maglites and bracket (GVJR-1213)</b>	1000
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<b>Generator</b> - gasoline powered EU1000I 1000 watts (8.3 A) of Honda 120 AC Power Super quiet - 53 to 59 dB(A)	1020
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<b>Total</b>	\$15,920

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Contact Information: (304)558-2402 (304)558-8984	Billing and Payment Information: 30 Days net
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Purchasing Division

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"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.

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Vendor's Name:

Marks Products Inc

Authorized Signature:

John M. Wilson

Date:

2 June 2008

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**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

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

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

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

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

**VENDOR**

Company Name: Marks Products, Inc.

Signed: John M. Wilson

Title: Marketing Director

Date: 2 June 2008