Commonwealth of Virginia
Virginia Information Technologies Agency

GPS ACCESSORIES

Date:	February 15, 2011
Contract #:	VA-061012-TRIM
Authorized User:	Virginia Information Technologies Agency (VITA) and any Public Body as defined by§2.2-4301 (5) of the *Code of Virginia* and all Public Bodies as referenced in §2.2-4304 of the *Code of Virginia*
Contractor:	Trimble Navigation LTD 10355 Westmoor Drive Suite 100 Westminster, CO 80021
FIN:	94-2802192
Contact Person:	Yesenia Adams Phone: 720-587-4702 Email: State_Sales@trimble.com
Term:	October 12, 2010 – October 11, 2011
Payment:	Net 30 days

For Additional Information, Please Contact:

Supply Chain Management
Virginia Information Technologies Agency

Greg Scearce
Phone: 804-416-6166
E-Mail: Gregory.scearce@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

CONTRACT # VA-061012-TRIM

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Updates Supplier's contact information and VITA's contact phone number	8/13/07
2	Mod 1 extends contract term	10/12/07
3	Mod 2 extends contract term	10/12/08
4	Mod 3 extends contract term	10/12/09
5	Mod 4 extends contract term	10/12/10
6	Updates Supplier's contact information	2/15/11

MODIFICATION #4
TO
CONTRACT NUMBER VA-061012-TRIM
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
TRIMBLE NAVIGATION LTD

This MODIFICATION #4 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Trimble Navigation LTD, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-061012-TRIM (the Agreement), as modified.

Modification #4 allows for an extension to the above referenced contract

The term of the contract is extended under the same terms for the period beginning October 12, 2010 through October 11, 2011.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-061012-TRIM and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

TRIMBLE NAVIGATION LTD

BY: Yesenia Adams

NAME: Yesenia Adams

TITLE: Contracts manager

DATE: 9/7/10

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: Gregory H Scearce

TITLE: Strategic Sourcing Specialist

DATE: 9.9.10

MODIFICATION #3
TO
CONTRACT NUMBER VA-061012-TRIM
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
TRIMBLE NAVIGATION LTD

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Trimble Navigation LTD, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-061012-TRIM (the Agreement), as modified.

Modification #3 allows for an extension to the above referenced contract

The term of the contract is extended under the same terms for the period beginning October 12, 2009 through October 11, 2010.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-061012-TRIM and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

TRIMBLE NAVIGATION LTD	COMMONWEALTH OF VIRGINIA
BY: [signature]	BY: [signature]
NAME: Chris Gibson	NAME: GREGORY H. SCEARCE
TITLE: Vice President	TITLE: STRATEGIC SOURCING SPECIALIST
DATE: 8/25/09	DATE: 8-28-09

MODIFICATION #2
TO
CONTRACT NUMBER VA-061012-TRIM
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
TRIMBLE NAVIGATION LTD

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Trimble Navigation LTD, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-061012-TRIM (the Agreement), as modified.

Modification #2 allows for an extension to the above referenced contract

The term of the contract is extended under the same terms for the period beginning October 12, 2008 through October 11, 2009.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-061012-TRIM and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

TRIMBLE NAVIGATION LTD

BY: _____

NAME: Mark Harrington

TITLE: Vice President

DATE: 9/22/08

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: GREGORY SCEARCE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 9-26-08

MODIFICATION #1
TO
CONTRACT NUMBER VA-061012-TRIM
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
TRIMBLE NAVIGATION LTD

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Trimble Navigation LTD, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-061012-TRIM (the Agreement), as modified.

Modification #1 allows for an extension to the above referenced contract

The term of the contract is extended under the same terms for the period beginning October 12, 2007 through October 11, 2008.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-061012-TRIM and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

TRIMBLE NAVIGATION LTD	COMMONWEALTH OF VIRGINIA
BY: A R Townsend	BY:
NAME: A R TOWNSEND	NAME: GREGORY SCEARCE
TITLE: VICE PRESIDENT	TITLE: STRATEGIC SOURCING SPECIALIST
DATE: 7/31/07	DATE: 8-14-07

COMMONWEALTH OF VIRGINIA
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
SUPPLY CHAIN MANAGEMENT DIVISION
110 SOUTH 7TH STREET
RICHMOND, VIRGINIA 23219
IFB 2007-05

INVITATION FOR BIDS
GPS Accessories

Issue Date: September 27, 2006 Due Date/Time: October 10, 2006 2:00 p.m.

Procurement Engineer: Greg Scearce
Ph No: (804) 371-5919
Fax: (804) 371-5969
E-mail Address: gregory.scearce@vita.virginia.gov
Issuing Office: Virginia Information Technologies Agency
110 S. 7th St. Suite 135
Richmond, Va. 23219

Sourcing scope: Available to Virginia state government, localities, and institutions and all public bodies (as defined by § 2.2-4301 and referenced by § 2.2-4304 of the *Code of Virginia*).

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1, or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

AWARD POSTING: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Supply Chain Management Division (SCM) of the Virginia Information Technologies Agency, will publicly post such notice on the Commonwealth's e-procurement website at www.eva.virginia.gov for a minimum of 10 days.

CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Procurement Engineer whose name appears on the face of this solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Procurement Engineer.

The undersigned offers and agrees to furnish any and all services in accordance with the attached signed bid.

COMPANY NAME: Trimble Navigation, LTD. DATE: October 7, 2006

ADDRESS: 10355 Westmoor Dr. Suite 100 BY: Jason Hooten
Signature in ink

NAME: Jason Hooten
(Print)

TITLE: Northeast Regional Sales Manager

CITY/STATE/ZIP: Westminster, CO 80021 PHONE NO: 317-501-9564

FEIN NUMBER: 94-2802192 FAX NO: 866-497-4307

COMPANY WEBSITE: www.trimble.com E-MAIL ADDRESS jason_hooten@trimble.com

eVA Business-to-Government Registered Vendor partner with Commonwealth of VA? YES X NO ___

This information below is requested for informational purposes only:
Corporation X Partnership ___ Proprietorship ___ Individual ___ Woman Owned ___ Small Business owned ___ Minority Owned ___

VITA Authorized Representative: [signature] Date: 10-12-06

Title STRATEGIC SOURCING SPECIALIST

PURPOSE

This procurement is being conducted on behalf of VITA and other public bodies which may be deemed Authorized Users as such term is defined in the Contractual Terms and Conditions. The Virginia Information Technologies Agency (VITA) desires to establish a statewide term contract to acquire accessories for Trimble GPS devices, as listed in Attachment A for such Authorized Users. The initial order of accessories will be shipped to Office of Information Management, 109 Governor Street, Room 443, Richmond, VA 23219.

As an option, VITA requests that bidders provide on Attachment A (Optional Items tab) pricing for any other accessories that they believe may be of interest. Providing prices for additional accessories is not mandatory; however, the bidder shall be required to provide the additional accessories included in its bid if VITA, in its sole discretion, determines to include such additional accessories in a contract awarded to such bidder pursuant to this solicitation. Use of any resultant contract will be optional for any Authorized User.

The items identified by VITA on the Pricing Schedule shall be fully compatible with the Trimble GeoXT System (p/n 61000-20). If a bidder proposes an accessory that is not a Trimble brand product, the item must be fully compatible with Trimble, with the vendor proving the item is 100% compatible and VITA being able to fully test the accessory before making an award to such bidder.

BID NOTES

i). Only Bids from the manufacturer or authorized resellers of the equipment bid shall be considered for award.

ii). This solicitation is issued by the Commonwealth of Virginia for the purpose of acquiring GPS hardware accessories and software for use by the Department of Health and any other Authorized Users. As stated in the 'Purpose" section of the IFB, the items must be either Trimble or 100% compatible. The Commonwealth is under no obligation to purchase any of the items listed on the Pricing Schedule.

iii). It is the Bidder's responsibility to inquire about and request clarification of any requirement of the IFB that is not clearly understood. All questions must be in writing by e-mail with subject line "Question on IFB 2007-05" and must be received no later than 2:00p.m. local time on October 5, 2006. No questions or inquiries will be accepted after this time. All questions must be addressed to the Single Point of Contact (SPOC) listed below:

SPOC: Gregory Scearce
Email: gregory.scearce@vita.virginia.gov

iv). An award may be made to the single responsive and responsible bidder with the lowest TOTAL BID PRICE from Attachment A, which shall include the cost of transportation, F.O.B. Destination and inside delivery and shall include applicable eVA fees and I.F.A. fees.

v). The price of the F.O.B. Destination must include only the actual freight rate costs at the lowest and best rate and must be based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging shall be used for the shipment of all goods pursuant to any resultant contract.

vi). Any incidental items such as cables, interfaces, and licenses, not listed but required for complete operation, must be included in the Bidder's quoted price.

vii). Any commitment made by an Offeror in response to this solicitation shall be binding upon Contractor. For the purposes of this solicitation, a commitment by the Bidder includes, but is not limited to: (a) prices and options committed to remain in force over a specified period(s) of time and (b) any written warranty or representation made by the Bidder as to hardware or software performance, or other physical design or functional characteristics of that which is offered.

viii). Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted except that if the bid exceeds available funds, the state may negotiate with the apparent low bidder to obtain a contract price within available funds. (*Code of Virginia*, §2.2-4318)

ix). If the initial order of equipment, as described in the "Purpose" section of the solicitation, is not delivered within the time specified herein, the Commonwealth reserves the right to cancel the award of this Contract and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder.

******IMPORTANT******

Please note that each bidder should read Attachment B "Solicitation Instructions" before submitting a bid.

CONTRACTUAL TERMS and CONDITIONS

SCOPE OF CONTRACT

The following paragraphs contain the contractual terms and conditions which shall govern the sale of *GPS accessory items* ("Hardware" or "Equipment" or "Product") and Services identified in this Contract, from the Contractor ("Contractor") identified on the cover page of this Contract. The terms Hardware, Equipment, and Product are inclusive of any software or firmware inherent to the operation of the products to which such terms refer.

This Contract, or "Agreement", is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", and the Contractor It is intended for use by all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, hereinafter referred to as "Authorized Users".

TERM AND TERMINATION

Contract Term

The initial Term of this Contract shall be from the date of award and continue for one (1) year. The Commonwealth, at its sole discretion, may renew the Contract for four (4) additional one (1) year periods under the terms and conditions of the original contract, as may be amended by the parties. Written notice of the Commonwealth's intention to renew will be given approximately 60 days prior to the expiration date of each contract period. All open orders and related documents shall survive the period of performance stated in this section until such time as all open orders (executed prior to the expiration of this Contract) have been completely closed. Contractor's obligations with respect to warranty and maintenance services may extend beyond the term, termination, or expiration of this Contract.

Termination for Convenience

This Agreement may be terminated for any reason upon thirty (30) days written notice by VITA. There shall be no additional financial obligations to the Commonwealth upon termination for convenience other than payment for Products or Services accepted by an Authorized User prior to termination.

Termination for Default

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Contract:

(a) Contractor fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) Contractor repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) Contractor fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a written Show Cause Notice from the Commonwealth identifying such noncompliance; or (d)

Contractor fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in default of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

In the event of Contractor's default, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for de-installation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to Contractor's default.

SOFTWARE LICENSE

Term of License
For any software/firmware that is included in any Equipment supplied by the Contractor, the license(s) are supplied on a non-exclusive, irrevocable perpetual license basis and shall continue in perpetuity until canceled by the Authorized User or unless terminated in accordance with the provisions of this Contract. Notwithstanding the foregoing, the Authorized User may terminate the license at any time. All licenses granted to the Authorized User are for the use of the software/firmware product on the Equipment or for the purpose identified in the Contract. This license is perpetual and in no event shall Contractor's remedies for any breach of this Agreement by an Authorized User include the right to terminate any license or support services hereunder.

Commonwealth's Rights to Software/Firmware
Notwithstanding anything to the contrary in this Agreement, Authorized Users shall have:

a. Unlimited use of the software/firmware on the equipment for which it is acquired and any future upgrades of such equipment;

b. Use of such software/firmware with a backup system if the system(s) for which or with which it was acquired is for any reason inoperative, or during an emergency, or the performance of engineering changes or changes in features or model;

c. The right to use such software/firmware at any location where the equipment may be transferred by the Authorized User;

d. The right to copy such software/firmware for safekeeping, archival, or backup purposes.

No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")
Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for products or services provided hereunder, the components of which are licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery ("shrink wrap"),

the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

RIGHTS TO WORK PRODUCT

The Contractor is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

FEES, ORDERING AND PAYMENT PROCEDURE

Supplies

Authorized charges do not include operational supplies (e.g. paper, tape, etc.) unless such supplies are specifically identified in the Pricing Schedule. All supplies used by the State shall conform to the Contractor's published specifications provided to State at time of equipment installation. The State reserves the right to acquire such supplies from any contractor of its choice.

Purchase Price and Price Protection

Prices for Products and Services shall not increase for a period of not less than one (1) year from the effective date of this Contract. Thereafter, any increase in price shall be limited to once per twelve (12) month period and shall not exceed the lesser of 3% or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), Not Seasonally adjusted, U.S. city average, all items less food, as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/), for the effective date of the increase compared with the same index one (1) year prior. Contractor shall demonstrate the added value for any requested price increase. Any change in price shall be submitted to VITA in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Semi-annually the prices for Products and Services may be checked against CPI-U, as defined above, and the prices shall be appropriately reduced to ensure continued price competitiveness, if required.

Ordering

Contractor is required to accept any order placed through the eVA electronic procurement website portal (http://www.eva.virginia.gov). eVA is the Commonwealth of Virginia's total electronic procurement solution. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

i). Purchase Order (PO): An official PO form issued by an Authorized User.

ii). Any order/payment transaction processed through the Commonwealth of Virginia's contract with MasterCard (MC). Each order must not exceed $5,000, or the then-current charge card limit.

iii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Equipment and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

Invoice Procedures
All invoices shall be rendered promptly after all Equipment covered by the invoice has been accepted. No invoice may include any costs other than those identified in the Pricing Schedule. Invoices shall provide at a minimum:

1. Type and description of the equipment or service;
2. Serial number, if any;
3. Charge for each item;
4. This Contract Number, and;
5. Contractor's Federal Employer Identification Number (FEIN)

Non-Appropriation
All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed. Termination for lack of appropriations shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has already paid all fees for such license.

Supplier's Report of Sales and Industrial Funding Adjustment
By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted is available at http://www.vita.virginia.gov/procurement/supplierResources.cfm. The report shall be submitted via electronic mail to the VITA IFA Coordinator and the VITA Controller (contact information provided below), and shall report all invoices submitted by Supplier pursuant to the Contract to all Authorized Users during the preceding month. The report shall also show a cumulative record of all invoices submitted to all Authorized Users pursuant to the Contract.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment shall be submitted in the form of a check or electronic funds disbursement made payable to the Treasurer of Virginia. The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Users. The IFA payment shall reference this Contract number, "report amounts", and "report period".

Supplier shall remit IFA payments made via check to VITA, Attention VITA Controller. Supplier shall also provide a copy of the IFA payment to the VITA IFA Coordinator via email or fax. Failure to comply with reporting and payment requirements of this section may result in default of Contract.

Contact Information

VITA Controller 110 South 7th Street, 3rd Floor Richmond, VA 23219-3931 VITAController@vita.virginia.gov	VITA IFA Coordinator 110 South 7th Street, 1st Floor Richmond, VA 23219 804-371-5980 (Phone) 804-371-5969 (Fax) ifacoordinator@vita.virginia.gov

Small, Woman, and Minority-Owned Business (SWaM) Subcontracting Report
By the 10th day of every month, Supplier shall submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report (template available at http://www.vita.virginia.gov/procurement/supplierResources.cfm). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to SWaM vendors, by SWaM category, regardless of such SWaM vendors' certification status. Supplier shall submit the report to swam@vita.virginia.gov.

DELIVERY AND INSTALLATION

Transportation and Packaging
All contract prices are FOB Destination. All shipments to the Authorized User's site(s) shall be made at the Contractor's expense. The Contractor shall make all arrangements for transportation and shall notify the Authorized User upon shipment. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

Delivery and Installation
a. Delivery of all requested contract items shall be made within 30 calendar days after receipt of a valid purchase order referencing any contract awarded as a result of this solicitation.

b. If an amendment by VITA to this Contract or any part thereof, requires the establishment of a new required delivery schedule, such delivery schedule shall be mutually agreed upon by VITA and the Contractor. If a change by an Authorized User to an order issued hereunder requires the establishment of a new required delivery date, such delivery date shall be mutually agreed upon by Authorized User and the Contractor. VITA or any Authorized User may delay the installation date by notifying the Contractor at least ten (10) days before the required installation date.

c. If the initial order of Equipment, as described in the "Purpose" section of the solicitation, is not delivered within the time specified herein, the Commonwealth reserves the right to cancel the award of this Contract and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder.

d. Neither the Contractor nor the Authorized User shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

New Equipment and Substitute Equipment
Unless otherwise requested in the specifications, all equipment furnished under this Contract shall be new and in current production.

During the term of this Contract, the Contractor is not authorized to substitute any item for that Equipment identified in the Pricing Schedule without the written permission of the VITA contract manager. Violation of this condition shall be considered grounds for termination of the Contract.

Discontinued or Unavailable Equipment
If a Contract item is discontinued or otherwise unavailable, Contractor shall offer a comparable model, approved by the designated VITA Contract Manager as being materially equivalent in capabilities, features, functions, and physical dimensions, at a price not to exceed that of the discontinued or unavailable model prior to discontinuation.

Field Modifications and/or Engineering Changes
Contractor-sponsored modifications and/or engineering changes shall be made with the consent of the Authorized User at no additional charge for a period of one (1) year from the date of installation. The Authorized User reserves the right at all times to schedule these Contractor-sponsored modifications and/or changes to minimize the impact on the daily operations of the Authorized User.

Failure to Deliver
In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items set forth in the Pricing Schedule, VITA or the Authorized User, at its sole discretion, may give Contractor written notice of breach. Once notice by VITA or the Authorized User is sent or given, VITA or the Authorized User may immediately procure the items from another source. Once VITA or the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) VITA or the Authorized User may charge-back Contractor, in which case Contractor agrees to reimburse VITA or the Authorized User for any difference in cost between the original Contract price and the costs incurred by VITA or the Authorized User to cover from the alternate source. In no event shall VITA or the Authorized User be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the notice of breach. This remedy is in addition to and not in lieu of any other remedy the Authorized User or VITA may have under this Contract and the laws of the Commonwealth of Virginia.

Replacement Parts
Contractor shall make available new or like new replacement parts for repair of all Equipment purchased pursuant to this Contract. All parts for the equipment furnished must be available for a period of at least five (5) years from the date of the final delivery made in accordance with an order placed pursuant to this Contract. All parts used in the repair of the equipment furnished under this Contract must be the exact replacement part specified and supplied by the manufacturer. Any exception necessary because of part unavailability or other unusual situation must have prior approval of the user. It is preferred that new or approved replacement parts be available for all Equipment for at least five (5) years from the date such Equipment becomes outdated, obsolete, discontinued or superseded.

ACCEPTANCE

Acceptance, Testing and Compliance with Specifications
All materials, Equipment and Services are subject to inspection and testing by the Authorized User and any that does not meet or exceed the specifications or other requirements of the Contract may be rejected. The Authorized User shall be given thirty (30) days after delivery to test, evaluate and accept the materials, Equipment and Services delivered or furnished under this Contract (provided that the Authorized User, in its sole discretion, may Accept the same prior to expiration of the thirty (30) day period). If the Contractor's materials, Equipment or Services fail to meet the Contract specifications or other requirements, including the specifications of the brand name, or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the Contractor. The Authorized User may require a replacement to be provided or may avail itself of the remedies for default.

Acceptance shall be effective for the purpose of determining title to that which is delivered and for making payment, however, acceptance by the Authorized User following testing and evaluation during the thirty (30) day period shall not be conclusive that the materials, Equipment or Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the Authorized User after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the materials, Equipment or Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the Commonwealth may exercise the remedies provided in the section herein entitled "Termination for Default," in addition to and not in lieu of any other remedies available under Virginia law.

Title
Clear and unrestricted title to all Equipment, other than software/firmware, purchased under this Contract shall pass to the Authorized User upon Acceptance.

Risk of Loss or Damage
The Contractor shall bear all risk of loss or damage to the Equipment until inside delivery to the Authorized User. Such delivery shall be documented by means of a receipt signed by the Authorized User's designated representative. The Contractor is responsible for loss or damage to the Equipment from the time of inside delivery through the time of Acceptance by the Authorized User only to the extent that such loss or damage is caused by Contractor's acts, omissions, or negligence.

PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's offering includes any goods or services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Agreement. The prime contractor shall be responsible for the acts and/or omissions of any subcontractor(s) providing goods and services pursuant to this Contract.

GENERAL WARRANTY

Software/Firmware

For any software/firmware that is included in any Equipment supplied by the Contractor, the Contractor represents and warrants that it is the sole owner of the software/firmware product or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software/firmware product is of original development, and that, to the best of its knowledge, the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or entity.

Limited Warranty and Warranty Services

At a minimum, the Contractor shall provide a warranty/maintenance on all products for a period of one (1) year or the manufacturer's Warranty length, whichever is greater, at no cost to the Authorized User. Warranty shall begin on date of Acceptance by the Authorized User. The Contractor shall repair or replace all Equipment returned for repair within fourteen (14) days of receipt of the defective Equipment. During the repair or replacement period, Contractor will provide Authorized User with loaner units if needed.

Contractor shall provide depot warranty services (labor and parts) for a period of not less than twelve (12) months or such greater period as may be provided by the manufacturer's warranty, beginning on the date of acceptance, at no cost to the State. Contractor shall act as sole point of contact for all units repaired under warranty. The Authorized User shall send the Equipment to the Contractor, postage paid, and the Contractor shall repair or replace the Equipment and send it to the Authorized User, postage paid, within fourteen (14) days of receipt of the defective Equipment.

All parts used under this agreement shall be new and unused. Parts which have been replaced shall become the property of the Contractor.

Malicious Code

Contractor warrants that, to the best of its knowledge, there are no computer viruses or undocumented features in the equipment, software, or firmware at the time of delivery to an Authorized User; and the equipment, software, or firmware does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the equipment. Notwithstanding any rights granted under this Contract or at law, Contractor hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Contractor agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

PRICE PROTECTION AND MOST FAVORED CUSTOMER

The Commonwealth shall not pay any costs above those specified in this Agreement or set forth on any Order or Attachment referencing this Agreement. Contractor agrees and warrants that for

all products and services pursuant to this Contract, the prices are, and will continue to be at or below any prices offered to any "Authorized User" as defined herein.

The Contractor further agrees as follows:

a. If for any reason, during the term of this Agreement, and any renewals thereof, the Contractor enters into an Agreement with any Authorized User, for the same products or services offered under this Agreement which results in a price less than that provided under this Agreement, the Commonwealth shall receive an equivalent reduction in price for such products and services delivered to all Authorized Users under this Agreement from the date that the Contractor provided the lower price to the Authorized User.

b. In the event the Commonwealth becomes aware of an Authorized User, who has received such lower prices, during the Term of this Agreement, VITA will notify the Contractor of such prices for such products and elect to make the more favorable prices applicable to the Commonwealth from the date those prices were available to the Authorized User.

c. During the contract period, if the Contractor offers promotional discounts to any Authorized User or to agencies in a state that is similar in size to Virginia, then the promotional discounts shall be made available to all Authorized Users.

d. During the contract period, if the Contractor offers promotional discounts as a general practice or offers educational discounts to schools and institutions of higher education in the State of Virginia or states similar in size for items under this Contract, with the result that those prices are lower than the prices available under this Contract, then the promotional discounts shall be made available to all schools and institutions of higher educations eligible to place orders against this Contract.

e. The effective date for price changes/discounts will be the date that the lower prices/discount are made available to the Contractor's customers generally or to schools and institutions of higher education as applicable.

f. If the Contractor does not sell to an Authorized User at the lower prices/discounts as required above, it shall owe a rebate to each affected Authorized User which is equal to the amount of the overcharge. Said rebate shall be made within 30 days after the Authorized User requests the rebate.

PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

The Contractor acknowledges that in the course of performing services hereunder its personnel and subcontractors (if any) may have access to confidential information about the Commonwealth's business, operations, employees, or customers. Contractor agrees that, except as directed by the Commonwealth, Contractor, its employees, its agents, and its subcontractors shall not at any time during or after the term of this Agreement (a) disclose any Confidential Information to any third party, (b) permit any third party to examine and/or make copies of any reports, documents or electronic data containing Confidential Information (whether they are prepared by Contractor or come into Contractor's possession or under Contractor's control by reason of Contractor's services) or (c) use any Confidential Information for any reason other than in the performance of services hereunder. Upon termination of this Agreement, Contractor shall

return to the Commonwealth or at the Commonwealth's request destroy, all reports, documents, electronic data and other matter in Contractor's possession or under Contractor's control that contain or relate to Confidential Information. Contractor may disclose Confidential Information to such of its personnel as have a need therefore in the performance of their duties for the Commonwealth, provided, however, that Contractor shall inform all such personnel of their confidentiality obligations hereunder and shall use its absolute best efforts to ensure their compliance therewith.

The term "Confidential Information" shall not include information that is: (i) in the public domain through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated; (ii) obtained independently from a third-party without an obligation of confidentiality to the disclosing party and without breach of this Contract; (iii) developed independently by the receiving party without reference to the Confidential Information of the other party; or (iv) required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

ANY RELEASE OF PROPRIETARY OR CONFIDENTIAL INFORMATION BY THE CONTRACTOR OR CONTRACTOR'S EMPLOYEES SHALL BE CONSIDERED A BREACH OF THIS AGREEMENT. THE CONTRACTOR SHALL NOT USE THE CONFIDENTIAL INFORMATION OF THE COMMONWEALTH FOR ITS OWN BENEFIT OR FOR THE BENEFIT OF ANY THIRD PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT IN PERPETUITY.

LIABILITY AND INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Contractor, (ii) any act or omission of any employee, agent, or subcontractor of Contractor (iii) breach of any representation, warranty or covenant of Contractor contained herein, (iv) any defect in the Product or Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services, and in addition to all other obligations of Contractor in this Section, Contractor shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Product or Services, or any

component thereof; or (b) replace or modify such infringing Product or Services, or any component thereof, with non-infringing Products or Services satisfactory to VITA. And in addition, Contractor shall provide any Authorized User with a comparable temporary replacement Product or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Product. If Contractor cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Contractor shall accept the return of the infringing component of the Product or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Contractor for such components, less one half (1/2%) percent of the total paid for each month of use by the Authorized User.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

CONTRACTOR ACCESS TO AUTHORIZED USER LOCATION/S

Contractor agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Contractor's operation and have been supplied to Contractor by such Authorized User and further agrees to comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Contractor's employees or agents. Contractor may, at any time, be required to execute and complete, for each individual Contractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Contractor's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Contractor shall indemnify, defend, and hold VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Contractor to perform its obligations pursuant to this Section.

BANKRUPTCY

If Contractor becomes insolvent, takes any step leading to its cessation as a going concern, or ceases business operations for any reason and other than assignment as allowed by this Contract,

then VITA may immediately terminate this Contract on notice to Contractor unless Contractor immediately gives VITA adequate assurance of the future performance of this Contract.

GENERAL

Relationship Between VITA and Contractor

Contractor has no authority to contract for VITA or in any way to bind or to commit VITA to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VITA. Under no circumstances shall Contractor, or any of its employees, hold itself out as or be considered an agent or an employee of VITA, and VITA shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Contractor or its employees. Contractor represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that VITA is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Contractor. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Contractor or, if assessed against and paid by VITA, shall be reimbursed by Contractor upon demand by VITA.

Incorporated Contractual Provisions

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference:
http://www.vita.virginia.gov/procurement/documents/StatutorilyMandatedTsandCs.pdf
The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf are also incorporated by reference.
The terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Contractor is advised to check the URLs periodically.

Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to VITA at the time of the occurrence or beginning of

the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Contractor agrees to submit any and all contractual disputes arising from this Contract to VITA's alternative dispute resolution (ADR) procedures. Contractor may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by VITA, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

Advertising and Use of Proprietary Marks
Contractor shall not use any Authorized User's name or refer to any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of such Authorized User. In no event may Contractor use a proprietary mark without receiving the prior written consent of the Authorized User.

Assignment
To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Virginia Information Technologies Agency's (VITA's) written consent, and that any purported assignment or transfer without such consent shall be null and void.

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. VITA' Supply Chain Management Division shall promptly notify the Contractor of any assignment notice it receives.

VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

Taxes—Federal, State, and Local
The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax exemption certificates will be furnished if requested by the Contractor.

Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Contractor further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

Survival
The provisions of this Contract regarding Software License, Rights To Work Products, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

Remedies
The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA reserves any and all other remedies that may be available at law or in equity.

Right to Audit
All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the Commonwealth and its designated agents for a period of three (3) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

Entire Contract
This Contract and the Pricing Schedule constitute the entire agreement between VITA and Contractor and supersede any and all previous representations, understandings, discussions or agreements between VITA and Contractor as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Contractor's bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Contractor. In the event of a conflict, the following order of precedence shall apply: this Contract document, Attachment A, the Pricing Submittal.

VITA and Contractor each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

IFB 2007-05 Commonwealth of Virginia Invitation for Bid, Pricing Request
Attachment A - Pricing Submittal

Instructions

On the "Pricing" worksheet, you are required to submit prices for the specified accessories.

The Index Price list submitted by bidders must be a widely-used, publicly available price list that has a consistent basis of calculation and is available throughout the life of the contract. The net price indicated in the price list is a "not-to-exceed" price during the term of the contract; however, if the Index Price drops during the term of the contract, the net price will reflect the lower Index Price.

All pricing must reflect shipping that is F.O.B. Destination to the specified location.

The Discount(s) that is agreed upon for any product category may not be reduced throughout the life of the contract

On the "Optional Items" worksheet, you may provide additional accessories that may be purchased during the contract period. Please note that it is not mandatory to provide these items and there is no guarantee purchase amount of these items.

IFB 2007-05 Commonwealth of Virginia Invitation for Bid, Pricing Request
Attachment A - Pricing Submittal

Please Populate Blue Shaded Regions

Supplier Name: Trimble Navigation LTD.
Submitted By:

Item Description	Manufacture Part No. (from Trimble)	Quantity Needed	Delivery Lead Time (in days ARO)	Index Price, Each	Discount from Index, Each	Net Price Offered to the Commonwealth (Total Evaluated Price)	Comments
GPS Analyst Extension for ESRI ArcGIS Software	52726-03	1	30	1,995.00	10.00%	1,795.00	
Trimble Hurricane Antenna Kit	52446-00	85	30	695	10.00%	53,125.00	
GPS Backpack for mounting the Hurricane Antenna	39870	85	30	175	10.00%	13,345.00	
Antenna Pole 1 Foot	31165	85	30	25	10.00%	1,870.00	
Trimble GPScorrect Software	46837-04	85	30	495	10.00%	37,825.00	
					Total Bid Price	$107,960.00	

Index Price List Location. Provide URL here or submit catalog with bid response: Please see included price list

IFB 2007-05 Commonwealth of Virginia Invitation for Bid, Pricing Request
Attachment A - Pricing Submittal - Optional Items

Price List

Please Populate Shaded Regions

Supplier Name: Trimble Navigation LTD.
Submitted By:

Item Description	Manufacture Part No.	Delivery Lead Time (In days ARO)	Index Price, Each	Discount from Index, Each	Net Price Offered to the Commonwealth (Total Evaluated Price)	Comments
GeoBeacon Reciever	55700-00	30	1,495.00	10.00%	1,345.00	Recieves Beacon Corrections
Zephyr Antenna Kit	55407-00	30	2,195.00	10.00%	1,975.00	External antenna for the GeoXH
GPS Pathfinder XB Receiver	59990-00	30	295.00	10.00%	265.00	2-5m GPS Receiver, non onboard data collection
GPS Pathfinder XC Reciever	59970-00	30	245.00	10.00%	220.00	2-5m GPS Compact Flash Card
Trimble Ranger Handheld	71000-20	30	3,149.00	10.00%	2,934.00	Datalogger, no GPS
Trimble Recon 400MHz, WiFi, Bluetooth	59670-20	30	1,699.00	10.00%	1,529.00	Datalogger, no GPS
Trimble Recon 200MHz	59670-30	30	1,299.00	10.00%	1,169.00	Datalogger, no GPS
Trimble Recon GPS XC edition	51960-30	30	1,495.00	10.00%	1,345.00	Datalogger w/XC GPS Card Bundle
Trimble Recon GPS XB edition	51960-50	30	1,595.00	10.00%	1,435.00	Datalogger w/XB Receiver Bundle
Extended Hardware Warranty	47289-03	30	325.00	10.00%	292.00	Hardware extension, maximum 3 years of hw warranty
Field Software Enhancement Extension	47288-30	30	295.00	10.00%	265.00	Extends s/w maintenance of s/w currently under maintenance
Office Software Enhancement Extension	47288-40	30	295.00	10.00%	265.00	Extends s/w maintenance of s/w currently under maintenance
GPS Pathfinder Office software update	34191-90	30	850.00	10.00%	765.00	Upgrades s/w no longer under maintenance
TerraSync Professional field software update	45955-95	30	590.00	10.00%	531.00	Upgrades s/w no longer under maintenance
GPS Analyst extension for ArcGIS update	52726-90	30	850.00	10.00%	765.00	Upgrades s/w no longer under maintenance
TerraSync Pro with Pathfinder Office Software	50538-00	30	2,695.00	10.00%	2,425.00	
TerraSync Pro with GPS Analyst Software	56914-00	30	2,695.00	10.00%	2,425.00	
GPScorrect & ArcPad w/GPS Analyst Software	56914-01	30	2,695.00	0.00%	2,695.00	
GeoExplorer Series Range Pole Bracket	53261	30	135.00	10.00%	121.00	Connects Geo unit to Range Pole
GeoExplorer 2005 Series Support Module	53500-00	30	120.00	10.00%	108.00	Charging and download cradle for Geo
External Patch Antenna, 5m	40767-07	30	45.00	10.00%	40.00	
Carbon Fiber Range Pole - 2m	53861	30	235.00	10.00%	211.00	
Screen Protectors (10 Pack)	55143-10	30	10.00	10.00%	9.00	Clear screen overlays to protect against scratches
GeoExplorer Hard Carry Case	55239	30	295.00	10.00%	265.00	
GeoExplorer 2005 Series Power Supply	61234-00	30	95.00	10.00%	85.00	
Curly Null Modem Cable	43377	30	95.00	10.00%	85.00	
Carbon Fiber Range Pole - 2m w/bipod	58129	30	495.00	10.00%	445.00	
TerraSync Standard Software	45950-03	30	295.00	10.00%	265.00	

Index Price List Location. Provide URL here or submit catalog with bid response: Please see included price list