



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
DNR210217

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Comade, Inc.
 17915-B Sky Park Circle
 Irvine, CA 92614
 (949) 474-0160

S H I P T O
 DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES
 219/250 WARD ROAD
 ELKINS, WV
 26241 304-637-0245

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2010				

BID OPENING DATE: **06/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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3001	1	LS		725-47	\$2,075.00	\$31,125.00
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GPS ENABLED RADIO-COLLARS

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS FOR AN OPEN-END CONTRACT TO PROVIDE THE AGENCY WITH GPS ENABLED RADIO-COLLARS TO BE USED ON BLACK BEARS, PER THE ATTACHED SPECIFICATIONS.

ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WEST VIRGINIA PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/26/2010 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.

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

RECEIVED
 2010 JUN -2 A 9:20
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
	(949) 474-0160	06/01/2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Project Manager	33-1013311	

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

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

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

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

INSTRUCTIONS TO BIDDERS

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

2019 JUN 11 10:45 AM
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State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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Request for Quotation

RFQ NUMBER
DNR210217

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

Comade, Inc.

17915-B Sky Park Circle

Irvine, CA 92614

(949) 474-0160

DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES

219/250 WARD ROAD

ELKINS, WV

26241

304-637-0245

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2010				

BID OPENING DATE: **06/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	(949) 474-0160	06/01/2010	
TITLE	PEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Project Manager	33-1013311		

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



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Irvine, CA 92614
(949) 474-0160

SHIP TO

DIVISION OF NATURAL RESOURCES
WILDLIFE RESOURCES

219/250 WARD ROAD
ELKINS, WV
26241 **304-637-0245**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2010				

BID OPENING DATE: **06/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p style="text-align: right; margin-right: 100px;">Comade, Inc. 17915-B Sky Park Circle Irvine, CA 92614 (949) 474-0161</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE (949) 474-0160 DATE 06/01/2010

TITLE Project Manager FEIN 33-1013311 ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
 Department of Administration
 Purchasing Division
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Request for Quotation

RFQ NUMBER:
DNR210217

PAGE:
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**FRANK WHITTAKER
 304-558-2316**

VENDOR
 RFQ COPY
 TYPE NAME/ADDRESS HERE
 Comade, Inc.
 17915-B Sky Park Circle
 Irvine, CA 92614
 (949) 474-0160

SHIP TO
 DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES
 219/250 WARD ROAD
 ELKINS, WV
 26241 304-637-0245

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/12/2010				

BID OPENING DATE: **06/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: 44 RFQ. NO.: DNR210217 BID OPENING DATE: 06/02/2010 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (949) 474-0161 CONTACT PERSON (PLEASE PRINT CLEARLY): Jeff Hebenstreit ***** THIS IS THE END OF RFQ DNR210217 ***** TOTAL: <u>\$31,125.00</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE (949) 474-0160	DATE 06/01/2010
TITLE Project Manager	FEIN 33-1013311	ADDRESS CHANGES TO BE NOTED ABOVE

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

WV DIVISION OF NATURAL RESOURCES
WILDLIFE RESOURCES
GAME MANAGEMENT SERVICES

GPS-ENABLED BLACK BEAR RADIO-COLLARS

The West Virginia Division of Natural Resources is requesting bids for the purchase of fifteen (15) GPS-Enabled black bear radio-collars. This item is to be F.O.B. Destination. Freight or delivery charges must be included in the price of the collars. Delivery must be made within 60 days of purchase order award.

GENERAL SPECIFICATIONS:

The collars must be manufactured for field use. All items must be new.

INFORMATION FOR BIDDERS:

Bidder must submit a unit price for each item. Partial and /or conditional bids will not be considered. Prices must include shipping.

DAMAGED ITEMS:

Damaged or defective items must be replaced at no additional expense to Wildlife Resources.

WARRANTY:

The collars must be guaranteed to be free of defects in workmanship and material for a minimum of one (1) year from date of acceptance. However, if manufacturer warranty periods are longer than the required minimum one year warranty, those warranties shall apply.

WV DIVISION OF NATURAL RESOURCES
WILDLIFE RESOURCES
GAME MANAGEMENT SERVICES

GPS-ENABLED BLACK BEAR RADIO-COLLARS

GPS ENABLED RADIO-COLLARS TO BE USED ON BLACK BEARS

Collars must meet the following specifications:

- Must include all necessary hardware and software used to retrieve and process location data collected by the collar, including any cables, power supply cords, ground stations, software or firmware.
- Must weigh less than 750 grams.
- Must have a maximum belting width of 1.5 inches (10mm) for the entire circumference.
- Must have a naturally round shape when fitted on the neck of an adult black bear.
- Must have all antennae securely attached or integrated within the collar belting and no flexible whip-style antennae.
- Must collect a minimum of 12 GPS locations per day with two-hours between each location for 25 months.
- Must transmit GPS locations at least once daily via a wireless connection to a satellite or other communications network that forwards the location data to a PC within 24 hours.
- Must have the capacity to store a minimum of 9,000 GPS locations independent of daily wireless transmissions and be retrievable by cable connection to a PC at the end of the collar life.
- Must have GPS accuracy, time and date transmitted and stored with each location.
- Must contain a vhf beacon in the 150-151 frequency range with a pulse rate between 45 and 55 beats per minute that is on for a minimum of 12 continuous hours daily for the life of the collar.
- Must have at least a 25 month battery warranty that allows for up to 12 months of storage before being turned on.
- Must be delivered to: West Virginia Division of Natural Resources, 2006 Robert C. Byrd Drive, Beckley, WV 25801.

Coronado, Inc.
 4000 Park Dr. Ste 9
 Denver, CO 80202
 (303) 751-1111

EQUIPMENT SHEET

GPS-ENABLED BLACK BEAR RADIO-COLLARS

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding "or equal" brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request for Quotation.

ITEM No.	EQUIPMENT	MANUFACTURER	MODEL
1.	GPS Enabled Radio Collars to be used on black bear To be delivered to WV Division of Natural Resources 2006 Robert C. Byrd Drive Beckley, WV 25801	Lotek Wireless	WildCell

PRICING SHEETGPS-ENABLED BLACK BEAR RADIO-COLLARS

ITEM No.	QUANTITY	EQUIPMENT	UNIT PRICE	AMOUNT
1.	15	GPS Enabled Radio Collars to be used on black bear	\$2,075.00	\$31,125.00
TOTALS				\$31,125.00



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
DNR210217

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-2316

VENDOR
 RFQ COPY
 TYPE NAME/ADDRESS HERE
Comade, Inc.
17915-B Sky Park Circle
Irvine, CA 92614
(949) 474-0160

SHIP TO
 DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES
219/250 WARD ROAD
ELKINS, WV
26241 **304-637-0245**

DATE PRINTED 05/21/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO REPLACE PAGE 5 OF THE RFQ WITH THE ATTACHED REVISED PAGE 5, AND TO REPLACE PAGE 8 WITH THE ATTACHED REVISED PRICING PAGE.						
***** END ADDENDUM NO. 1 *****						
001	1	LS		725-47	\$2,075.00	\$31,125.00
GPS ENABLED RADIO-COLLARS						
***** THIS IS THE END OF RFQ DNR210217 ***** TOTAL:						\$31,125.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: **(949) 474-0160** DATE: **06/01/2010**

TITLE: **Project Manager** FEIN: **33-1013311** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
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3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

WV DIVISION OF NATURAL RESOURCES
WILDLIFE RESOURCES
GAME MANAGEMENT SERVICES

GPS-ENABLED BLACK BEAR RADIO-COLLARS

The West Virginia Division of Natural Resources is requesting bids for an open end contract to purchase GPS-Enabled black bear radio-collars. This item is to be F.O.B. Destination. Freight or delivery charges must be included in the unit price of the collars. Delivery must be made within 60 days of purchase order award.

GENERAL SPECIFICATIONS:

The collars must be manufactured for field use. All items must be new.

INFORMATION FOR BIDDERS:

Bidder must submit a unit price for each item. Partial and /or conditional bids will not be considered. Prices must include shipping.

DAMAGED ITEMS:

Damaged or defective items must be replaced at no additional expense to Wildlife Resources.

OTHER GOVERNMENT BODIES:

NA

WARRANTY:

The collars must be guaranteed to be free of defects in workmanship and material for a minimum of one (1) year from date of acceptance. However, if manufacturer warranty periods are longer than the required minimum one year warranty, those warranties shall apply.

WV Division of Natural Resources
Wildlife Resources
Game Management Services
1000 University Blvd
Martinsburg, WV 26150
304-251-2000

PRICING SHEET**GPS-ENABLED BLACK BEAR RADIO-COLLARS**

ITEM No.	ESTIMATED QUANTITY	EQUIPMENT	UNIT PRICE	AMOUNT
1.	15	GPS Enabled Radio Collars to be used on black bear	\$2,075.00	\$31,125.00
TOTALS				\$31,125.00

The quantities listed above are for bid evaluation purposes only.
Actual quantities may differ.



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/28/2010				

BID OPENING DATE: 06/02/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED TECHNICAL QUESTIONS AND ANSWERS.						
BID OPENING DATE AND TIME HAVE NOT CHASNGED.						
***** END ADDENDUM NO. 2 *****						
001	1	LS		725-47	\$2,075.00	\$31,125.00
GPS ENABLED RADIO-COLLARS						
***** THIS IS THE END OF RFQ DNR210217 ***** TOTAL:						\$31,125.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: (949) 474-0160 DATE: 06/01/2010

FEIN: 33-1013311 ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>
16. **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 agency 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

DNR210217
GPS Radio Bear Collars

Question 1:

There is one "bullet point" specification that we cannot meet...point #7, remote download.

There are two others that we will be very close on, but not exact.

Please let me know if we should still submit a bid or it will be rejected.

Response:

The ability to remotely download daily location data from each of the collars is a mandatory requirement that must be met by the vendor that builds the collars.

The two other specifications that ATS will be very close on, but not exact were not indicated in the question. Therefore, we cannot provide a response.



RFQ #: DNR210217
GPS Enabled Radio-Collars

Collar model: WildCell-MG (**795g**) GPS collar with GSM cell phone system remote download of GPS fix data

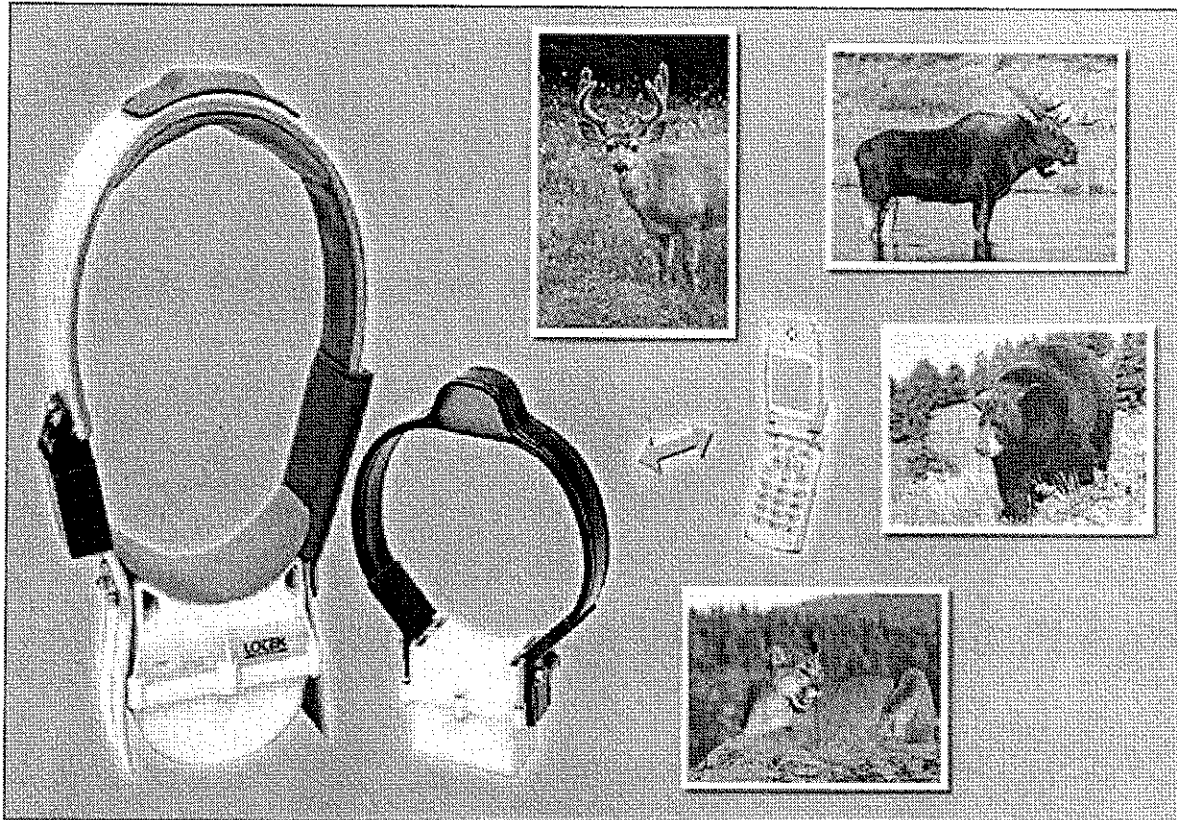
- Price of collar includes one DL3 Link cable for programming, one GSM Ground Station, and shipping costs.
- All scheduling software & firmware included
- Belt width of 1.5 inches
- Belt has naturally round shape
- Embedded VHF & GSM antennas (internal antennas)
- Includes VHF beacon of 164-165 MHz with mortality with pulse rate 45-55 beats per minute, Temperature Sensor & 3-Axis Activity Sensor
- Includes Extended Memory with storage capacity of 65,000 GPS fixes
- GPS Battery life of 773 days (25 8 months) with 12 GPS locations per day scheduled
- VHF beacon battery life of 37 months with 12 hours scheduled every day (separate beacon battery from GPS battery)
- GPS & VHF Beacon scheduled can be changed remotely through GSM cell phone system at any time during the battery life of the collar
- GSM modem will transmit GPS locations to a PC at least once every day
- GPS data is retrievable via cable connection to a computer once collar is retrieved
- GPS accuracy, time & date are transmitted and stored with each location
- 25 month battery warranty
- Delivery of 60 days ARO

IMPORTANT NOTE: There will be monthly GSM cell phone provider account fees: **agency** will need to set accounts with their local GSM cell phone provider (AT&T & Verizon are the most common) with one SMS messaging account (texting) needed per collar, plus one for the Ground Station. Accounts setup similarly to as if you were getting 16 cell phones with SMS texting, but you do not need the voice component, only SMS Actual cell phone not needed, all they need is the 16 SIM cards that usually are inserted into the phones SIM cards to be sent to Lotek, and we will insert them into the collars, so this way the collars function like cell phones They need North American roaming so we can test the entire system here before shipping and make sure that the SIM cards are working fine Our system provides them with the cheapest air time as opposed to the two other European competitors that make GSM collars, which have more expensive air time fees as they act as the middle men for the GSM transmissions, with all the SMS messages having to go to Europe first (using long distance roaming charges), before they are redirected back to the customer's computer

Terrestrial
GPS

WildCell

2-Way Communication with your Cell Phone



Upload GPS fix schedules and download data and diagnostics: with Lotek's WildCell collars, all you need is a cell phone.

The Lotek WildCell collars let you send schedules and receive data and diagnostics from any location, using only your cell phone. No command unit or computer is necessary, and there's no need to download your data from any third-party web sites — just call directly, using a cell phone modem, and achieve near to real-time GPS monitoring of all your animals. As a result, you can obtain a very accurate map of the travel paths and behaviour patterns of your animal from almost anywhere in the world!

GPS Series collars are capable of tracking the fine-scale movements of a variety of animals through many different habitats. Using differential correction, you can obtain highly accurate position readings

with an error of less than five metres * Furthermore, by taking advantage of the collar's flexible scheduling option, your study can be customized to your particular research needs

Based on the proven design of our other GPS systems, the GPS Series of remote tracking collars, with user replaceable batteries, can collect up to 12,000 data records when taking 24 fixes per day. Data records can be downloaded and schedules can be changed at your convenience

Lotek offers unlimited customer support and a full one year warranty on all of our equipment

*The differential data cannot be sent remotely through SMS.



Delivering innovative solutions for a sustainable future.

- Receivers
- Dataloggers
- Radio transmitters

- Acoustic transmitters
- Archival tags
- GPS systems

- Hydrophones
- Wireless hydrophones
- Physiological transmitters

- Depth transmitters
- Accessories
- Consulting

Specifications

	WildCellMG	WildCellMG
Dimensions (mm) (L x W x H)	120 x 86 x 126	100 x 100 x 74
The collar contains	GPS receiver GSM cellular modem VHF tracking beacon	
Features	Mortality sensor Temperature sensor 2 axis activity sensor Advanced scheduler Hibernation sensor Virtual Fence	
Options	Drop off compatible Basic or advanced differential correction * WAAS, Egnos compatible (call Lotek for availability)	
GSM ground station	Function: - To receive SMS messages containing GPS locations from the collars - To send a new schedule to the collar by using the specialized software and a PC or laptop	
Total collar weight/size	Approx. 950g (dependent on belt type and size)	Approx. 350 - 500g (dependent on belt type and size)
Operational life/battery pack ** 6months		GPS every 40 min. GPS every 40 min.
1 year	GPS every 30 min.	GPS every 1h 30 min GPS every 1h 30 min
2 years	GPS every 1h 10 min.	
User replaceable battery pack	3B57	3B57
User programmable via cable with download link	GPS & beacon schedules Mortality delay Time	
Remote upload via GSM Network	GPS & beacon schedules & Virtual Fence parameters	
Remote download via GSM Network	Data & diagnostics	
VHF beacon frequency	Customer specified 148-174 MHz / 216 - 220 MHz	
Operating temperature range	-30°C to +50°C	
Software interface (includes host software)	Windows 2000® or higher recommended	

* The differential data cannot be sent remotely through SMS

** Battery life estimates are approximate and may vary due to variance in individual battery capacity as per manufacturer as well as operating conditions including ambient temperature, landscape, species etc

*** An SMS message is sent after 7 acquired GPS fixes



Delivering innovative solutions for a sustainable future.

Tel: 905-836-6680
Fax: 905-836-6455

Web: www.lotek.com
Email: biotelemetry@lotek.com

M1109-001



Comade, Inc.
Executed June 12, 2009

Corporate Resolution: 09:014

**Title: Combined Corporate Binding
& Preference Reciprocity**

HEREBY RESOLVED (Corporate Binding):

The undersigned Corporate Officer of **Comade, Inc.**, by order of unanimous voting quorum of the elected Board of Directors acting on behalf of the Company appoint the following. The positions identified below have the authority to bind **Comade, Inc.** in the execution of documents of bids, contracts, and solicitations, and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying approving, confirming, and accepting each and every such act performed by said agent acting on behalf of the company.

Corporate Officer –

Chief Executive, President, Vice President, Secretary, Treasurer

Project Manager

Contract Administrator

HEREBY RESOLVED (Preference Reciprocity):

Comade, Inc. is considered a small business by US Federal business size standards – less than 100 employees.

Comade, Inc. being domiciled in the State of California (Corporation #2419853), County of Orange, City of Irvine (license #00049610), is NOT certified with the State of California, County of Orange, or the City of Irvine as a small business. We do not singularly qualify, participate, or benefit from any known State, County, or City sponsored entitlement program offered for small business. Moreover, we do not qualified for small business certification based average annual revenue requirements.

Comade, Inc. does not intend singular corporate participation in California certified small business preference. This resolution is specifically stated to avoid reciprocity with other states and agencies with whom we do or might offer services.

Submitted:


Chris Schaller
Chairman of the Board
& Chief Executive Officer

Comade, Inc
17915 Sky Park Circle, Suite B
Irvine, California 92614

949-474-0164
Fax 949-474-0161
www.comade.com

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**

____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. **Application is made for 2.5% resident vendor preference for the reason checked:**

____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. **Application is made for 2.5% resident vendor preference for the reason checked:**

____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. **Application is made for 5% resident vendor preference for the reason checked:**

____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

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

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

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

Bidder: Comade, Inc.

Signed: _____

Date: 06/01/2010

Title: Project Manager

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

RFQ No _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Comade, Inc.

Authorized Signature: [Signature] Date: 06/01/2010

State of California

County of Orange, to-wit:

Taken, subscribed, and sworn to before me this 1st day of June, 2010.

My Commission expires February 13, 2013

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

