



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  
 DNR211018

PAGE  
 1

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

RFQ COPY  
 TYPE N°



FISH & WILDLIFE MONITORING  
 115 Pony Drive, Newmarket, Ontario, Canada L3Y 7B5

DIVISION OF NATURAL RESOURCES

2006 ROBERT C. BYRD DRIVE  
 BECKLEY, WV  
 25801 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/05/2010				

BID OPENING DATE: 08/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-90		
GPS ENABLED RADIO COLLARS FOR BLACK BEARS						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH (15) GPS ENABLED RADIO-COLLARS TO BE USED ON BLACK BEARS. PER THE ATTACHED SPECIFICATIONS.						
TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR TECHNICAL QUESTIONS IS 08/13/2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.						
EXHIBIT 10						
REQUISITION NO.: .....						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						

RECEIVED  
 270 AUG 24 A 10:05  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 905-836-6680 #339	DATE AUG 20, 2010
TITLE SR. ACCOUNT MANAGER	FEIN 99-0356982	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.
  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](http://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).



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  
 DNR211018

PAGE  
 2

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

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES

2006 ROBERT C. BYRD DRIVE  
 BECKLEY, WV  
 25801 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/05/2010				

BID OPENING DATE: 08/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	LOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.'S:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
				 SIGNATURE ... L. J. ... WIRELESS INC. COMPANY ... AUG. 20, 2010 ... DATE		
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE 905-830-6680 #339	DATE AUG. 20, 2010
TITLE SR. ACCOUNT MANAGER	FEIN 98-0356982	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**DNR211018**

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**3**

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

VENDOR

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SHIP TO

DIVISION OF NATURAL RESOURCES

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 BECKLEY, WV  
 25801 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/05/2010				

BID OPENING DATE: **08/24/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REV. 09/21/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>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 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>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 905-836-6080 #339	DATE AUG. 20, 2010
TITLE SUP. ACCOUNT MANAGER	FAX 98-0356982	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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DIVISION OF NATURAL RESOURCES

2006 ROBERT C. BYRD DRIVE  
 BECKLEY, WV  
 25801 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/05/2010				

BID OPENING DATE: 08/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:			FRANK WHITTAKER-FILE 44			
RFQ. NO.:			DNR211018			
BID OPENING DATE:			08/24/2010			
BID OPENING TIME:			1:30 PM			
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
905-836-6455						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
MARIO HENRIQUES						
***** THIS IS THE END OF RFQ DNR211018 ***** TOTAL:						\$23,435. <sup>00</sup>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Mario Henriques* TELEPHONE: 905-836-6680 #339 DATE: AUG. 20, 2010  
 TITLE: Sr. Account Manager FEIN: 98-0356982 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 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**

**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 850 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 have time delayed drop off mechanism attached to the collar. Time drop off must be set for 104 weeks from removal of magnet from drop off mechanism.
- Must be delivered to: West Virginia Division of Natural Resources, 2006 Robert C. Byrd Drive, Beckley, WV 25801.
- This item is to be F.O.B. destination.

**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 INC.	WILDCELL MG (MODIFIED MODEL) WITH LOWER WEIGHT





*Delivering innovative technology for a sustainable future.*

August 20, 2010

## **RFQ#DNR211018**

Department of Administration  
Purchasing Division  
Building 15  
2019 Washington St. East  
Charleston, WV 25305-0130

### **Lotek WildCell-MG GPS Radio Collar for Black Bear Specifications:**

- Approximate weight: 795g
- GSM cell phone system modem for remote download of GPS fix data. GSM modem will transmit GPS locations to a PC at least once every day
- Embedded (internal) GPS, UHF and VHF antennae
- All scheduling software & firmware included. Advanced Scheduler Software permits user to set any conceivable flexible GPS fix schedule (different daily, weekly, monthly schedules,) and permits user to specify when the VHF beacon is ON and OFF. Life calculator in Host software to determine battery life based upon fix schedules
- Included Temperature Sensor records every 5 minutes
- Includes Mortality/Hibernation Sensor
- Includes 3-Axis Activity Sensor
- Collar with included Extended Memory included provides over 65,000 GPS fix locations
- User Replaceable battery pack, capability for redeployment without return to factory
- 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
- User replaceable timer drop off programmed for 104 weeks. Timer starts once magnet is removed
- Belt has naturally round shape
- Belt made of tough, field proven, reinforced polyurethane coated polyester webbing
- Belt width of 1.5 inches for entire belt circumference
- Includes high powered VHF Beacon in the 148-174 MHz band, with a pulse rate of 45-55 beats per minute
- Battery exhaustion alarm – VHF beacon changes
- 25 month battery warranty
- GPS fix data can be exported to Excel files
- GPS fix data includes date, time and accuracy transmitted and stored with each location. GPS data is also retrievable via cable connection to a computer once collar is retrieved
- Collars can be refurbished in factory
- Price of collar includes freight FOB Beckley, WV, plus one DL3 Link cable for programming and one GSM Ground Station. If current collar user already owns a GSM Ground Station, it can likely be used with our collars, thus saving funds
- Delivery of 60 days ARO
- Collar user will need to contract with a local GSM service provider and send Lotek one GSM SIM card with SMS text messaging and North American roaming for each collar, and if applicable, also one SIM for the Ground Station

This communication is intended for the use of the recipient to which it is addressed, and may contain confidential, personal and or privileged information. Please contact us immediately if you are not the intended recipient of this communication, and do not copy, distribute, or take action relying on it. Any communication received in error, or subsequent reply, should be deleted or destroyed.

**115 Pony Drive, Newmarket, Ontario L3Y 7B5 Tel: (905) 836-6680 Fax: (905) 836-6455 Internet: <http://www.lotek.com>**



*Delivering innovative technology for a sustainable future.*

Best regards,

Mario Henriques  
Senior Account Manager, Wildlife  
Lotek Wireless Inc.  
Ph: 905-836-6680 ext.339  
Fax: 905-836-6455  
[mhenriques@lotek.com](mailto:mhenriques@lotek.com)

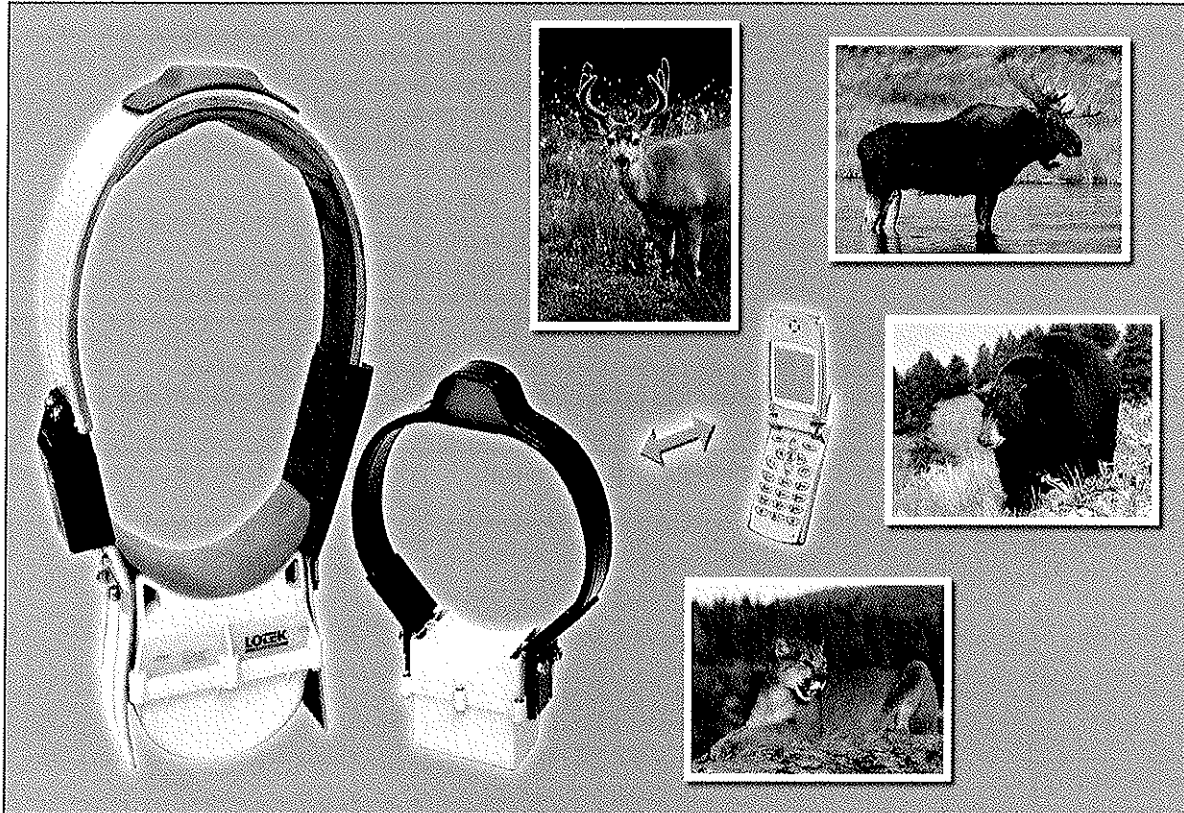
This communication is intended for the use of the recipient to which it is addressed, and may contain confidential, personal and or privileged information. Please contact us immediately if you are not the intended recipient of this communication, and do not copy, distribute, or take action relying on it. Any communication received in error, or subsequent reply, should be deleted or destroyed.

115 Pony Drive, Newmarket, Ontario L3Y 7B5 Tel: (905) 836-6680 Fax: (905) 836-6455 Internet: <http://www.lotek.com>

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.



- Receivers
- Dataloggers
- Radio transmitters

- Acoustic transmitters
- Archival tags
- GPS systems

- Hydrophones
- Wireless hydrophones
- Physiological transmitters

- Depth transmitters
- Accessories
- Consulting

*Delivering innovative solutions for a sustainable future.*

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	\$2,229	\$33,435
TOTALS				

(TOTAL PRICE INCLUDES A GSM GROUND STATION.  
IF USER OF COLLARS ALREADY HAS A GROUND  
STATION, YOU MAY BE ABLE TO USE IT AND  
SAVE \$650)

# State of West Virginia **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: LOREN WIRELESS INC      Signed: [Signature]  
 Date: AUG. 20/2010      Title: SALES ACCOUNT MANAGER

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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: Lotek Wireless Inc

Authorized Signature: *Kim Cudworth* Date: January 8, 2010

Province of Ontario *Kim Cudworth, AR Manager*

County of Canada, to-wit:

Taken, subscribed, and sworn to before me this 8<sup>th</sup> day of January, 2010.

My Commission expires on death, 20    .

**AFFIX SEAL HERE**



**NOTARY PUBLIC** *Dana K. Dyment*

**DANA KATHLEEN DYMENT** **DANA DYMENT**  
*Notary Public* *Barrister and Solicitor*  
In and for *17655 Leslie Street, Unit 46*  
the Province of Ontario *Newmarket, Ont. L3Y 5E3*