



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 4

[List View](#)

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 697185

Procurement Type: Central Purchase Order

Vendor ID: VS0000003474

Legal Name: BOTACH INC

Alias/DBA:

Total Bid: \$39,330.00

Response Date: 03/12/2020

Response Time: 12:56

SO Doc Code: CRFQ

SO Dept: 0619

SO Doc ID: FIC2000000003

Published Date: 3/12/20

Close Date: 3/19/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No.2 Drones for Fire
Marshal's Office

Total of Header Attachments: 4

Total of All Attachments: 4



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 697185
Solicitation Description : Addendum No.2 Drones for Fire Marshal's Office
Proc Type : Central Purchase Order

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2020-03-19 13:30:00 | SR 0619 ESR03052000000005095 | 1 |

| VENDOR |
|----------------------------|
| VS0000003474 BOTACH INC |

Solicitation Number: CRFQ 0619 FIC2000000003

Total Bid : \$39,330.00 **Response Date:** 2020-03-12 **Response Time:** 12:56:30

Comments:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

| | | |
|--------------------------|---------------|-------------|
| Signature on File | FEIN # | DATE |
|--------------------------|---------------|-------------|

All offers subject to all terms and conditions contained in this solicitation

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|----------|------------|----------------|-----------------------------|
| 1 | Mavic 2 Dual SP Smart Controller or Equal | 12.00000 | EA | \$3,277.500000 | \$39,330.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 25130000 | | | |

| | |
|-------------------------------|---|
| Extended Description : | Mavic 2 Dual SP Smart Controller or Equal |
|-------------------------------|---|

Comments: PART#CP.EN.00000164.01



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 04 - Audio/Video

Proc Folder: 697185

Doc Description: Addendum No.2 Drones for Fire Marshal's Office

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2020-03-12 | 2020-03-19 13:30:00 | CRFQ 0619 FIC2000000003 | 3 |

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

BOTACH INC
 4775 WHARMON AVE
 LAS VEGAS NV 89103
 (213) 595-6492

FOR INFORMATION CONTACT THE BUYER

John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

Signature X

FEIN #

45-4102112

DATE

3/12/20

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No.2 is issued to:

1. Vendor Questions and Responses per attached

No other Changes

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US | | ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 1 | Mavic 2 Dual SP Smart Controller or Equal | 12.00000 | EA | 3,277.50 | 39,330.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|-----------------------------|------------------|
| 25130000 | DJI | DJI MAVIC 2 ENTERPRISE DUAL | CPEN.00000164.01 |

Extended Description :

Mavic 2 Dual SP Smart Controller or Equal

SP SMART CONTROLLER

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|------------------------------------|------------|
| 1 | Technical Questions due by 10:00am | 2020-03-12 |

SOLICITATION NUMBER: CRFQ FIC2000000003
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ FIC2000000003 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other-

Additional Documentation:

1. Vendor questions and responses
2. Bid Opening remains March 19,2020 at 1:30 pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ FIC2000000003 ADDENDUM NO. 2

Questions:

Q1: I have some more question(s) for this RFQ. I want to make sure to quote the right item. If they are requesting the 2 x Optical and 3 x digital specs, this would be the Enterprise zoom version. That is a single camera drone however, not thermal option as included with the DJI Mavic 2 Enterprise Dual.

The Dual version will have both a film and thermal camera in one gimbal however, neither have optical zoom capability

A1: Thermal Imaging is a must in this situation.

Q2: The solicitation asking 12 drones with smart controllers, or just the controllers? Is there a preference for U.S. made brands?

A2: Smart Controller, No preference

Other Information:

1. The bid opening remains on 03/19/2020 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ FIC2000000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

BOTACH INC

Company


Authorized Signature

3/12/20

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

SOLICITATION NUMBER: CRFQ FIC2000000003
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ FIC2000000003 ("Solicitation") to reflect the change(s) identified and described below

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other-

Additional Documentation:

1. Correction of Specifications per attachment.
2. Bid Opening remains March 19,2020 at 1:30 pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ FIC2000000003

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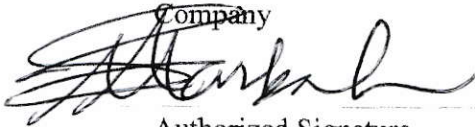
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

BOTACH INC
Company

Authorized Signature
3/10/20
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
Mavic 2 Dual SP Smart Controller or Equal

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV State Fire Marshal's Office to establish a contract for the one-time purchase of (12) Mavic 2 Dual SP Smart Controller or Equal.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item"** means Mavic 2 Dual SP Smart Controller or Equal as more fully described by these specifications.
 - 2.2 "Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Corrections and Rehabilitations.
- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal**
 - 3.1.1.1** DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal must have a minimum flight time of 31 minutes.
 - 3.1.1.2** DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal must have a maximum speed of 45 mph.
 - 3.1.1.3** DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal must have an Operational Temperature Range of Minimum -4 degrees to 104 degree Fahrenheit.
 - 3.1.1.4** DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal must be able to record to an optional SD Memory Card.

REQUEST FOR QUOTATION
Mavic 2 Dual SP Smart Controller or Equal

- 3.1.1.5 DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal must be Password-protected.
- 3.1.1.6 DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal must be foldable when not in use.
- 3.1.1.1 DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal must be able to be certified under the Federal Aviation administration 14 CFR part 107, the small UAS rule.
- 3.1.1.2 DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal must be compatible with iPhone, Samsung phones, iPad and other tablets for control.
- 3.1.1.3 DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal must be equipped with a High Zoom Camera. Camera shall be a minimum of 12 megapixels. Camera must record 4K videos at 30 fps. Camera shall have 24-48 mm lens. Camera shall have a minimum of 2x optical zoom and a minimum of 3x digital zoom.
- 3.1.1.4 DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal shall have GPS timestamping. This shall time and date all images taken.
- 3.1.1.5 DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal shall be ready to use at time of delivery. At a minimum, the DLI Mavic 2 Enterprise Dual SP Smart Controller or Equal Shall come with the following: remote, propellers, all USB Cables, Rechargeable Flight Battery, Battery Charger, Drone, Camera, AC power Adapter, Protector shield, Power Cable, and case.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

REQUEST FOR QUOTATION
Mavic 2 Dual SP Smart Controller or Equal

4.2 Pricing Page: Vendor should complete the Pricing Page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at:
WV State Fire Marshal's Office
Attn: George Harms
1207 Quarrier Street, 2nd floor
Charleston, WV 25301

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items

REQUEST FOR QUOTATION
Mavic 2 Dual SP Smart Controller or Equal

shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

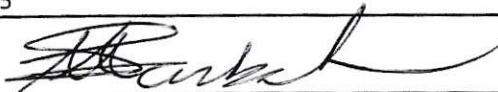
7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

Exhibit A

Pricing Sheet for DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal

| Item # | | Description of Service | Flat Rate Amount | Number of Items Needed | Extended Amount |
|--------------------|-------|--|------------------|------------------------|--------------------|
| 1 | 3.1.1 | DJI Mavic 2 Enterprise Dual SP Smart Controller or Equal | \$3,277.50 | 12 | \$39,330.00 |
| Grand Total | | | | | \$39,330.00 |

| |
|--|
| Vendor Name: BOTACH INC |
| Vendor Address: 4775 W HARMON AVE LAS VEGAS NV 89103 |
| |
| Email Address: ACKAH@BOTACH.COM |
| Phone Number: 213-595-6492 |
| Fax: 702-703-5455 |
| Signature:  |

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

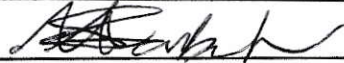
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: BOYACH INC

Authorized Signature:  Date: 2/18/20

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC See attached Certificate

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }


COUNTY OF Los Angeles }

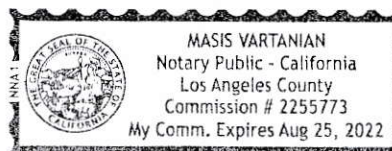
Subscribed and sworn to (or affirmed) before me on this 18th day of February, 2020
Date Month Year

by Aekah Sarbah

Name of Signer

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: 
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____