



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
 DPS1103

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 32
 304-558-2544

VENDOR

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

SHIP TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/01/2010				
BID OPENING DATE: 09/14/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-86		
<p>ADDENDUM #01</p> <p>THIS ADDENDUM IS ISSUED TO ADD ADDITIONAL SPECIFICATION REQUIREMENTS THAT MUST BE MET, PER THE ATTACHED DOCUMENTATION.</p> <p>NOTE: NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR ACKNOWLEDGED</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 X</p> <p>NO. 2</p> <p>NO. 3</p>						

RECEIVED

2009 SEP 13 A 9:06

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: (949) 474-0160 DATE: 09/08/2010

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.
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. §148-1-5.6).

Comedy, Inc.

17013 Sky Park Cir, Ste B

Martinsburg, WV

(304)777-0160 Fax(304)474-0161

Rev. 12/15/09



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
 DPS1103

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 32
 304-558-2544

VENDOR

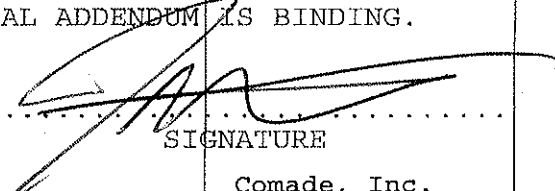
RFQ COPY
 TYPE NAME/ADDRESS HERE
 Comade, Inc.
 17915-B Sky Park Circle
 Irvine, CA 92614
 (949) 474-0160

SHIP TO

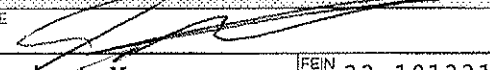
WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/01/2010				

BID OPENING DATE: 09/14/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p style="text-align: center;">  SIGNATURE Comade, Inc. COMPANY 09/08/2010 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (949) 474-0160	DATE 09/08/2010
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'

Addendum #1 – DPS1103

The following are additional specifications that must be met:

Generation: 3 U.S., ITT

Resolution: 64-72 1p/mm

Film: Thin-Film

Gate: Auto-Gated

Brightness Gain: Adjustable from 25 to more than 3000 f1/f1

Eyepiece Lens: EFL 26mm

Diopter Adjustment: +2 to -6

Range of Focus: 25cm to infinity

Voltage Required: 2.7 – 3.0 Volts

Battery Type: One (1) AA Battery

Battery Life: Approx. 50 hours at room temperature

Weight: 12.0 oz (350 grams)-13.8 (391 grams)

Dimensions: 4.5" (L) x 2" (W) x 2.25" (H)

Operating Temperature: -51°C to +49°

Storage Temperature: -51°C to +49°C

Percepto, Inc.

1000 1st Cir, Ste B

San Jose, CA 95128

Phone: (415) 474-0161



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
DPS1103

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32
304-558-2544

VENDOR

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

SHIP TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED 08/25/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
-----------------------------------	---------------	----------	-----	---------------

BID OPENING DATE: **09/14/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		680-86		
<p>MONOCULAR NIGHT VISION DEVICE & ACCESSORIES</p> <p>OPEN-END CONTRACT TO PROVIDE MONOCULAR NIGHT VISION DEVICE AND RELATED ACCESSORIES FOR THE WEST VIRGINIA STATE POLICE, PER THE ATTACHED SPECIFICATIONS AND BID FORM.</p> <p>EXHIBIT 3</p> <p>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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE (949) 474-0160	DATE 09/08/2010
TITLE Project Manager	PEIN 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.
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).

2015 Sky Park Cir, Ste B
Fairfax, VA 22034
(301) 571-0100 Fax(949)474-0161

Rev. 12/15/09



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

Request for Quotation

BFO NUMBER
DPS1103

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 32
 304-558-2544**

VENDOR

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

SHIP TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED 08/25/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
-----------------------------------	---------------	----------	-----	---------------

BID OPENING DATE: **09/14/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (949) 474-0160	DATE 09/08/2010
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'



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
DPS1103

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 32
 304-558-2544**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Comade, Inc.
 17915-B Sky Park Circle
 Irvine, CA 92614
 (949) 474-0160

SHIP TO

WEST VIRGINIA STATE POLICE

 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED 08/25/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
-----------------------------------	---------------	----------	-----	---------------

BID OPENING DATE: **09/14/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(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. 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (949) 474-0160	DATE 09/08/2010
TITLE Project Manager	FEBN 33-1013311	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

Request for Quotation

RFQ NUMBER
DPS1103

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BUYER 32
 304-558-2544**

VENDOR

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

SHIP TO

**WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/25/2010				

BID OPENING DATE: **09/14/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <p>BUYER: JEAN JONES (32)</p> <p>RFQ. NO.: DPS1103</p> <p>BID OPENING DATE: 9/14/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (949) 474-0161</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Jeff Hebenstreit</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (949) 474-0160	DATE 09/08/2010
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'

Specifications for Monocular Night Vision Device

Multi purpose night vision monocular developed for a variety of ground-based nighttime operations. PVS-14, or equal is equipped with advanced Gen 3, or equal image intensifier tube with a variable gain control to achieve the highest quality image resolution for various light. The following specifications are the minimum acceptable requirements that shall be bid.

PVS-14, or equal features an active projected IR LED for short range illumination allowing such activities as map reading. The unit can be used while hand-held as a monocular, head-mounted as a single-eye goggle or weapon-mounted as a night scope.

Advantages are the variable gain control, Automatic brightness control, low battery and IR power indicators. The PVS-14, or equal is camera and video adaptable.

Magnification: 1X
 Field of View: 40°
 Objective Lens Focal Length, mm: 26
 Objective Lens F number: 1.2
 Min. Focusing Distance, cm: 25
 Min. Focusing, in: 10
 Eye Relief, mm: 25
 Diopter Adjustment: -6 to +2
 Battery: AA
 Battery life, hrs: 40
 Dimensions, mm: 114 x 57 x 50
 Dimensions, in: 4.5 x 2.2 x 2
 Weight, g: 391
 Weight, oz.: 13.8
 Operating Temperature: -50° to 50° C

Each kit to include the following:

Manual	Demist Shield
Pouch Strap	Cord
Batteries (2)	Lens Cap
Head Mount Adapter	Eye Guard
Sacrificial Window	Lens Paper

2. 44 each - PASGT, or equal Helmet Mount Kit for PVS-14, or equal Tactical Night Vision Monocular.

Allows direct attachment of the monocular to the helmet . Flips up/down and fore and aft adjustment. Includes mount and straps

Comado, Inc.
 17015 Sky Park Cir, Ste B
 Irvine, CA 92614
 (949)474-0100 Fax(949)474-0161

Bid Form DPS 1103

DPS 1103		BID OPENING:		
Item #	Description	Quantity	Unit Price	Extended Price
1.	PVS 14 Generation 3 Tactical Night Vision Monocular plus kit to include: Manual, Pouch strap, Batteries (2), Head Mount Adapter, Demist Shield, Sacrificial Window, Cord, Lens Cap, Eye Guard, Lens Paper	44	\$3,103.96	\$136,574.24
2.	Helmet Mount Assembly for above	44	\$191.46	\$8,424.24
Failure to use this form may result in disqualification			Total	\$144,998.48
Bidder / Vendor Information:				
Name: <u>Comade, Inc.</u>				
Address: <u>17915-B Sky Park Circle</u>				
<u>Irvine, CA 92614</u>				
Phone #: <u>(949) 474-0160</u>				
Email Address: <u>sales@comade.com</u>				
Contact Coordinator Information:				
Name: <u>Comade, Inc.</u>				
Address: <u>17915-B Sky Park Circle</u>				
<u>Irvine, CA 92614</u>				
Phone #: <u>(949) 474-0160</u>				
Email Address: <u>sales@comade.com</u>				
*Quantities are estimated annual usage for bidding purposes and bidder's information.				

Comade, Inc.
 17915 Sky Park Cir, Ste B
 Irvine, CA 92614
 (949) 474-0160 Fax (949) 474-0161

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: Comade, Inc.

Signed: [Signature]

Date: 09/08/2010

Title: Project Manager

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

Comade, Inc.
17015 Sky Park Cir, Ste B
Indle, CA 95014
(549)474-0100 Fax(549)474-0101

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

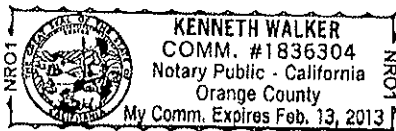
County of Orange, to-wit:

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]



Purchasing Affidavit (Revised 12/15/09)

Comade, Inc.
17215 Sky Park Cir, Ste B
Irvine, CA 92614
(949) 261-0100 Fax (949) 261-1111



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

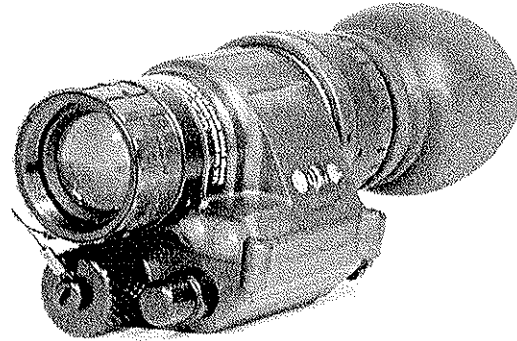
Comade, Inc
17015 Sky Park Circle, Suite B
Irvine, California 92614

09:014
June 12, 2009
www.comade.com



ITT Night Enforcer® PVS-14-17 (AN/PVS-14) Generation 3 PINNACLE® Monocular Night Vision Device (MNVD)

ITT NEPVS-14-17 ITT Night Vision, the world's leading producer of Generation (Gen) 3 night vision devices, introduces the new Night Enforcer® PVS-14-17 (AN/PVS-14) PINNACLE® Monocular Night Vision Device (MNVD). The multi-functional NEPVS-14-17 light-weight, single-battery, battle-proven design features the latest auto-gated, thin-filmed PINNACLE® image intensifier tube technology as well as variable gain control allowing the user to increase or decrease image tube brightness for greater image contrast in varying light conditions. Designed for the most demanding military and law enforcement applications, the NEPVS-14-17 can be handheld, head-mounted, helmet-mounted, weapons-mounted, and adapted to a camera or camcorder.



PART #: ITTE-NEPVS14-17

Features and Benefits:

- ITT PINNACLE® Image Intensifier Tube - Thin-Filmed/Auto-Gated
- High resolution 64 lp/mm (typical), high gain and high photoresponse in visible and near infrared
- Variable Gain Control for enhanced performance in altering light conditions
- Camera and video adaptable
- Multi-functional: helmet-mountable, head-mountable, hand-held and weapons-mountable

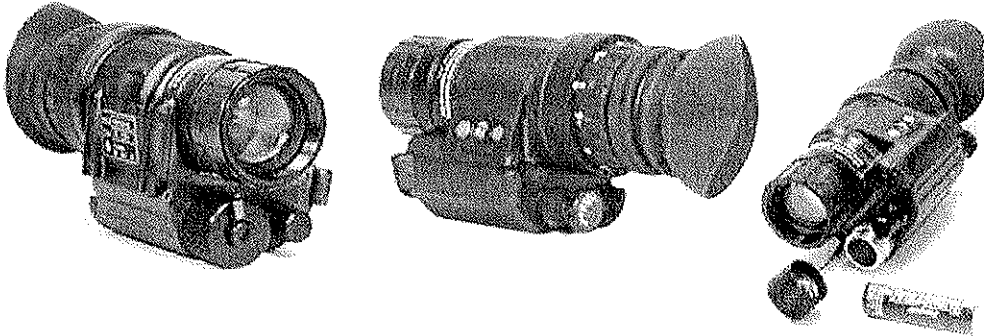
Standard Accessories Included:

- **Head Mount Assembly** - Allows for hands-free operation.
- **Brow Pad** - Changeable pad for secure head mount fit.
- **Helmet/Head Mount Adapter** - Allows the user to position the monocular in front of either eye.
- **Eye Cup** - Prevents the emission of stray light or facial reflections.
- **System Soft Carrying Case** - Provides convenient storage of NEPVS-14-17 and accessories.
- **Unit Soft Carrying Case** - Provides convenient storage of NEPVS-14-17.
- **Shoulder Strap** - Attaches to the NEPVS-14-17 carrying case for easy portability.
- **Lens Paper** - Used to lightly clean the objective and eyepiece glass surfaces.
- **Day Light Filter** - Filters excessive light. Protects objective lens from the elements.
- **Diopter Lens Cap** - Protects diopter lens from the elements.
- **Operator's Manual** - Instructional users guide.
- **Batteries** - Two (2) AA. (includes one (1) spare).

Optional Accessories:

- 3-in-1 Magnifier Lens
- 3x Mil-Spec Magnifier Lens
- 5x Mil-Spec Magnifier Lens
- 10x Magnifier Lens
- VIP IR Signal Beacon – Dual Function
- IR Laser Stick – Dual Function
- Guardian IR Flashing Marker
- Guardian IR Mockingbird Marker
- IR Illuminator – Handheld
- Camera Adapter Assembly
- Step Up/Down Kit
- Helmet Mount Assembly PASGT
- Helmet Mount Assembly MICH
- Aimpoint® CompM2-M4 Series Weapons Sights
- Eotech Holographic 550 Series Weapons Sights
- Monoloc™ Universal Adapter
- Monoloc™ Bushing #12
- EOLAD Series Laser Aiming Devices
- DBAL Series Laser Aiming Devices
- OTAL Series Laser Aiming Devices
- ITAL Series Laser Aiming Devices
- ARMS #M69 Adjustable Throw Lever Mount
- GG&G QD Multi-Flex High Mount
- Shipping & Storage Case
- SKB Mil-Standard Hard Case
- Combat Carrying Case w/ Molle-Loks
- Demist Shield
- Sacrificial Window
- Magnetic Compass

Comade



ITT NIGHT ENFORCER® PVS-14-17 PINNACLE® Product Specifications

Generation	3 U.S. (ITT PINNACLE®)
Resolution	64 lp/mm (typical)
Film:	Thin-Film
Gate:	Auto-Gated
Brightness Gain	Adjustable from 25 to more than 3000 fL/FL
Magnification	1x
Field of View	40° ± 2°
Objective Lens	F/1.2
Eyepiece Lens	EFL 26 mm
Diopter Adjustment	+2 to -6 diopters
Range of Focus	25 cm to Infinity
Voltage Required	1.5 Volts
Battery Type	One (1) AA size
Battery Life	Approx. 50 hrs at room temp.
Weight w/ batteries	12.4 oz (351.53 grams)
Dimensions	4.5" (L) x 2" (W) x 2.25" (H)
Operating Temperature Range	-51°C to +49° C
Storage Temperature Range	-51°C to +85° C
System Parts Warranty	Three (3) years
Intensifier Tube Warranty	Five (5) years

Comade, Inc.
17915-B Sky Park Circle
Irvine, CA 92614

By Phone:
Toll Free 1-888-923-9922 or 949-474-0160

By Fax: 949-474-0161

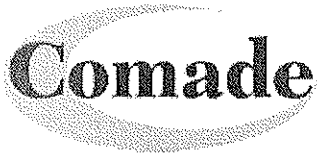
Email: lawenforcement@comade.com
Website: www.comade.com

EXPORT NOTICE:

Export of this product is strictly prohibited by the U.S. Department of State in accordance with guidelines of "International Traffic in Arms Regulations (ITAR)" per Title 22, Code of Federal Regulations, Parts 120-130

This data sheet is approved for unlimited release.

Specifications subject to change without notice



NIGHT VISION BUYER BEWARE!

Would you buy a used light bulb? The answer is probably not. Then why spend thousands of dollars on discounted knock offs, used, blemished or rebuilt night vision equipment that may prove to be useless? Not all night vision equipment is created equal. Some discounted Generation 3 equipment available on the internet may be cheap for a reason.

Night vision systems consist fundamentally of two parts; 1) the core technology i.e. the image tube and 2) the housing kit i.e. the housing and optics.

Image tubes are like diamonds – no two are the same. Film defects, excessive cosmetic blemishes, sub-standard specifications and surplus tubes that have been “repotted” with new power supplies can all lend to potential system failure. Many low priced Generation 3 night vision systems utilize image tubes that have been scrapped and/or rejected by the manufacturer and/or its distributor as being unfit for their proprietary systems.

Housing kits can be likened to a wrist watch; many are cheap Russian imitations. These knock-offs use similar nomenclature to battle proven U.S. Military specification systems but use inferior optics and substandard poorly machined materials that do not stand up the rigors of law enforcement and/or military requirements.

Put two and two together and you have a night vision systems that might look good on paper – but when it reaches the front line end user - beware! Saving a few hundred dollars per unit could cost a life.

What to look for:

Demand only U.S. name brand, factory warranted systems direct from the primary U.S. manufacturer and/or its authorized dealers. Name brand systems include ITT Night Enforcer®, and Morovision Night Vision systems including the MV-14 Ultra and MV/PVS-7 Ultra. All of these U.S. Military battle proven systems utilize factory new, Generation 3, 64-72 lp/mm resolution (Typical) Select A+ and/or hand selected ITT Night Vision image tubes, full Mil-Spec nitrogen purged housings and optics and include a comprehensive manufacturer’s warranty.

With over 50 years of technological and manufacturing expertise, ITT Night Vision is the leading manufacturer of night vision monoculars, binoculars, goggles and other night vision systems for the U.S. armed and allied forces, producing more Generation 3 night vision devices per year than all of its competitors-worldwide-combined.