

Solicitation Response(SR) Dept: 0310 ID: ESR0804210000000705 Ver.: 1 Function: New Phase: Final

Modified by batch , 08/05/2021

Header  3

General Information   Contact   Default Values   Discount   Document Information   Clarification Request

<b>Procurement Folder:</b> 909158	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Purchase Order	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> 000000233108	<b>SO Doc ID:</b> DNR2200000001
<b>Legal Name:</b> LOTEK WIRELESS INC	<b>Published Date:</b> 7/15/21
<b>Alias/DBA:</b>	<b>Close Date:</b> 8/5/21
<b>Total Bid:</b> \$306,900.00	<b>Close Time:</b> 13:30
<b>Response Date:</b> 08/05/2021	<b>Status:</b> Closed
<b>Response Time:</b> 10:48	<b>Solicitation Description:</b> Wildlife Resources-GPS Wildlife Collars
<b>Responded By User ID:</b> LotekSales	<b>Total of Header Attachments:</b> 3
<b>First Name:</b> Lotek	<b>Total of All Attachments:</b> 3
<b>Last Name:</b> Sales	
<b>Email:</b> info.ca@lotek.com	
<b>Phone:</b> 905-836-6680	



State of West Virginia  
Agency Request for Quote  
Miscellaneous

<b>Proc Folder:</b> 909158			<b>Reason for Modification:</b>
<b>Doc Description:</b> Wildlife Resources-GPS Wildlife Collars			
<b>Proc Type:</b> Agency Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-07-14	2021-08-05 13:30	ARFQ 0310 DNR2200000001	1

**BID RECEIVING LOCATION**

BID RESPONSE  
DIVISION OF NATURAL RESOURCES  
PROPERTY & PROCUREMENT OFFICE  
324 4TH AVE  
SOUTH CHARLESTON WV 25303-1228  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** *LOTEK WIRELESS INC*

**Address :** *115*

**Street :** *PONY DRIVE*

**City :** *NEWMARKET*

**State :** *ONTARIO*                      **Country :** *Canada*                      **Zip :** *L3Y 7B5*

**Principal Contact :** *Michael Crawford*

**Vendor Contact Phone:** *416-276-4479*                      **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
James H Adkins  
(304) 558-3397  
jamie.h.adkins@wv.gov

**Vendor Signature X**  **FEIN#** *980-356-982*                      **DATE** *2021-08-05*

**ADDITIONAL INFORMATION**

The West Virginia Division of Natural Resources is soliciting bids on behalf of the Wildlife Resources Section for the one-time purchase of one hundred sixty (160) Iridium GPS Deer collars and sixty (60) Iridium GPS Elk Collars.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 738 WARD RD ELKINS WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	GPS & Iridium Female Deer Collars	80.00000	EA		

Comm Code	Manufacturer	Specification	Model #
10141607			

**Extended Description:**  
Per specifications outlined in 3.1.14.1

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 738 WARD RD ELKINS WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	GPS & Iridium Male Deer Collars	80.00000	EA		

Comm Code	Manufacturer	Specification	Model #
10141607			

**Extended Description:**  
Per specifications outlined in 3.1.14.2

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		DIVISION OF NATURAL RESOURCES FORKS OF COAL NATURAL AREA  480 FORKS OF COAL WAY ALUM CREEK WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	GPS & Iridium Female Elk Collars	48.00000	EA		

Comm Code	Manufacturer	Specification	Model #
10141607			

**Extended Description:**  
Per specifications outlined in 3.2.14.1

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		DIVISION OF NATURAL RESOURCES FORKS OF COAL NATURAL AREA  480 FORKS OF COAL WAY ALUM CREEK WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	GPS & Iridium Male Elk Collars	12.00000	EA		

Comm Code	Manufacturer	Specification	Model #
10141607			

**Extended Description:**  
Per specifications outlined in 3.2.14.2

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 738 WARD RD ELKINS WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Monthly Transmission Rate Per Activated Collar	7920.00000	MO		

Comm Code	Manufacturer	Specification	Model #
10141607			

**Extended Description:**  
Per specifications outlined in 3.3.1

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	9:00AM ET TECHNICAL QUESTION DEADLINE	2021-07-28

	Document Phase	Document Description	Page
DNR2200000001	FINAL	Wildlife Resources-GPS Wildlife Collars	5

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



West Virginia Division of Natural Resources

INSTRUCTIONS TO VENDORS  
&  
AGENCY TERMS AND CONDITIONS

INSTRUCTIONS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

A **MANDATORY** pre-bid meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five (5) business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Property and Procurement Office. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Wednesday, July 28, 2021 at 9:00am ET

Submit Questions to:  
West Virginia Division of Natural Resources  
Property and Procurement Office  
Attention: Jamie Adkins  
South Charleston, WV 25303  
Fax: (304) 558-2165  
Email: [jamie.h.adkins@wv.gov](mailto:jamie.h.adkins@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Property and Procurement Office is binding.



**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. The Property and Procurement Office will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

SEALED BID:

BUYER: Jamie Adkins

SOLICITATION NUMBER: ARFQ DNR22\*1

BID CLOSING DATE: August 5, 2021

BID CLOSING TIME: 1:30pm ET

FAX NUMBER: 304-558-2165

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Agency Request For Proposal ("ARFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Property and Procurement Office at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:

Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

Bid Opening Date and Time: Thursday August 5, 2021 at 1:30pm ET

Bid Opening Location:  
West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

[ ] This solicitation is based upon a standardized commodity established under W. Va. Code §5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or

modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with Division of Natural Resources Series IV Purchasing Guidelines and Procedures §6.6. communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

**13. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**14. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code §5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**14A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with the W. Va. Code §5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at : <http://www.state.wv.us/admin/purchase/vrc/Venpref/pdf>.

**15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. Code R. § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. Code R. § 148-22-9.

**16. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.

**17. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

**18. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

**19. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §6.4.b.

**20. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET(S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

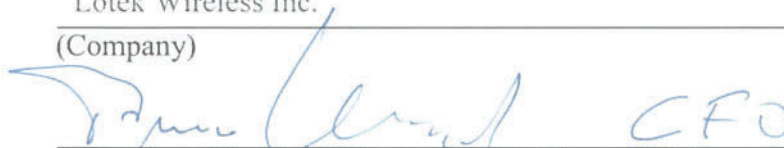
**21. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Property and Procurement Office a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business

entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Michael Crawford, Terrestrial Telemetry Specialist  
\_\_\_\_\_  
(Name, Title)  
Michael Crawford, Terrestrial Telemetry Specialist  
\_\_\_\_\_  
(Printed Name and Title)  
115 Pony Drive, Newmarket  
\_\_\_\_\_  
(Address)  
905-836-2904  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
mcrawford@lotek.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Lotek Wireless Inc.  
\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
TOMASZ LEWADOWSKI CFO  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
AUG 4 / 2021  
\_\_\_\_\_  
(Date)  
+1 905 836 2901  
\_\_\_\_\_  
(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION**  
West Virginia Division of Natural Resources - Wildlife Research Section  
One Time Purchase Contract for a GPS Wildlife Collar

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources - Wildlife Research Section is soliciting bids to establish a contract for the one-time purchase of GPS Wildlife Collars for Whitetail Deer and Elk.
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 the item(s) that will be sold under this contract as more fully described by these specifications.
  - 2.2 **“Pricing Page”** means the pages 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 West Virginia Division of Natural Resources.
3. **GENERAL REQUIREMENTS:**

**Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

**3.1 GPS and Iridium Capable Wildlife Collar for Whitetail Deer**

- 3.1.1 Whitetail deer collar must be Global Positioning System and Iridium capable.
- 3.1.2 Whitetail deer collar must weight no more than 1,600 grams.
- 3.1.3 Whitetail deer collar must be equipped with mortality sensor with notification via text and email.
- 3.1.4 Whitetail deer collar must be able to be equipped with a drop off remotely via website activation.
- 3.1.5 Whitetail deer collar must be capable to programming fixed time intervals for sampling rates.
- 3.1.6 Whitetail deer collar must be capable of having scheduled fix time remotely changed.
- 3.1.7 Whitetail deer collar must be equipped with an activity sensor.
- 3.1.8 Whitetail deer collar must have ability to transmit animal location data at least once every forty-eight (48) hours, with up to five (5) locations per day.

**REQUEST FOR QUOTATION**  
**West Virginia Division of Natural Resources - Wildlife Research Section**  
**One Time Purchase Contract for a GPS Wildlife Collar**

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- 3.1.9 Whitetail deer collar must have a minimum life expectancy of three (3) years from deployment with the following parameters: A minimum of three and maximum of five (3-5) fixes per day.
- 3.1.10 Whitetail deer collar must be VHF active for a minimum of five (5) hours per day.
- 3.1.11 Whitetail deer collar must have VHF Beacon in the 150.000 - 151.999 MHz range.
- 3.1.12 Whitetail deer collar must have an attached metal plate stamped with "Property of WVDNR".
- 3.1.13 Vendor must provide a Windows® based collar communication software able to communicate with the collar remotely to change fix schedule and drop off.
- 3.1.14 Vendor must provide a total of one hundred-sixty (160) whitetail deer collars.
  - 3.1.14.1 Eighty (80) collars must be for female whitetail deer. Female deer collars must be forty (40) cm in circumference.
  - 3.1.14.2 Eighty (80) collars must be for male whitetail deer. Male deer collars must be forty-five (45) cm in circumference, and equipped with a non-magnetic, fixed on both ends of belting, 2-way elastic expandable insert.

**3.2 GPS and Iridium Capable Wildlife Collar for Elk**

- 3.2.1 Elk collar must be Global Positioning System and Iridium capable.
- 3.2.2 Elk collar must weight no more than 1,600 grams.
- 3.2.3 Elk collar must be equipped with mortality sensor with notification via text and email.
- 3.2.4 Elk collar must be able to be equipped with a drop off remotely via website activation.
- 3.2.5 Elk collar must be capable to programming fixed time intervals for sampling rates.
- 3.2.6 Elk collar must be capable of having scheduled fix time remotely changed.
- 3.2.7 Elk collar must be equipped with an activity sensor.
- 3.2.8 Elk collar must have ability to transmit animal location data at least once every forty-eight (48) hours, with up to five (5) locations per day.
- 3.2.9 Elk collar must have a minimum life expectancy of three (3) years from deployment with the following parameters: A minimum of three and maximum of five (3-5) fixes per day.



**REQUEST FOR QUOTATION**  
**West Virginia Division of Natural Resources - Wildlife Research Section**  
**One Time Purchase Contract for a GPS Wildlife Collar**

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- 3.2.10 Elk collar must be VHF active for a minimum five (5) hours per day.
- 3.2.11 Elk collar must have VHF Beacon in the 150.000 - 151.999 MHz range.
- 3.2.12 Elk collar must have an attached metal plate stamped with "Property of WVDNR".
- 3.2.13 Vendor must provide a Windows® based collar communication software able to communicate with the collar remotely to change fix schedule and drop off.
- 3.2.14 Vendor must provide a total of sixty (60) elk collars.
  - 3.2.14.1 Forty-eight (48) collars must be for female elk. Female elk collars must be sixty-two (62) cm in circumference.
  - 3.2.14.2 Twelve (12) collars must be for male elk. Male elk collars must be eighty-seven (87) cm in circumference, and be equipped with a non-magnetic, fixed on both ends of belting, 2-way elastic expandable insert.

### 3.3 Cellular Access

- 3.3.1 Vendor must charge a flat rate monthly transmission fee per collar for thirty-six (36) months upon collar activation. Monthly transmission fee per collar includes daily transmission of GPS locations.
- 3.3.2 Vendor must supply a monthly statement for airtime fees charged per collar.
- 3.3.3 Vendor must provide a one-time no charge reactivation of GPS collars after initial activation by vendor.

## 4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide the West Virginia Division of Natural Resources 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.
- 4.2 **Pricing Page:** Vendor should complete the Pricing Page by including price per line item that includes shipping and or delivery fees. 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.

**REQUEST FOR QUOTATION**  
West Virginia Division of Natural Resources - Wildlife Research Section  
One Time Purchase Contract for a GPS Wildlife Collar

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**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 deliver all Contract Items within 60 calendar days after receiving a purchase order. Contract Items must be delivered to Agency listed below:

**Whitetail Deer Collar Delivery:**

WVDNR Elkins Operational Center  
738 Ward Road  
Elkins, WV 26241

**Elk Collar Delivery:**

WVDNR District 5 Office  
480 Forks of Coal Way  
Alum Creek, WV 25003

**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 Section seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the West Virginia Division of Natural Resources' Chief Procurement Officer.

**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 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 thirty (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

**REQUEST FOR QUOTATION**  
**West Virginia Division of Natural Resources - Wildlife Research Section**  
**One Time Purchase Contract for a GPS Wildlife Collar**

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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  
 WEST VIRGINIA DIVISION OF NATURAL RESOURCES  
 ONE TIME PURCHASE-WILDLIFE GPS COLLARS

Item Number	Quantity	Description	Unit	Unit Price	Extended Amount
3.1: GPS and Iridium Wildlife Collar for Whitetail Deer					
3.1.14.1	80	Female Whitetail Deer Collars	Each	\$1,125.00	\$90,000.00
3.1.14.2	80	Male Whitetail Deer Collars	Each	\$1,125.00	\$90,000.00
3.2: GPS and Iridium Wildlife Collar for Elk					
3.2.14.1	48	Female Elk Collars	Each	\$1,125.00	\$54,000.00
3.2.14.2	12	Male Elk Collars	Each	\$1,125.00	\$13,500.00
3.3: Cellular Access					
3.3.1	7920*	Flat monthly transmission rate per activated collar	Month	\$7.50	\$59,400.00
<b>Total Bid:</b>					<b>\$306,900.00</b>

\*For 220 collars activated for 36 months

Note: All items are to be F.O.B. destination. Freight or delivery charges must be included in the unit price.

Vendor Name: Lotek Wireless Inc. Date: Aug 4/2021 Authorized 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: KOTEK WIRELESS INC.

Authorized Signature: [Signature] Date: JULY 22, 2021

State of ONTARIO

County of CANADA, to-wit:

Taken, subscribed and sworn to before me this 21<sup>st</sup> day of JULY, 2021.

My Commission expires DOES NOT EXPIRE 20  



NOTARY PUBLIC [Signature]