



State of West Virginia  
Agency Request for Quote  
Equipment

<b>Proc Folder:</b> 980355			<b>Reason for Modification:</b>
<b>Doc Description:</b> Law Enforcement: HD 12x50 Binoculars			
<b>Proc Type:</b> Agency Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-12-18	2021-12-29 13:30	ARFQ 0310 DNR2200000018	1

<b>BID RECEIVING LOCATION</b>
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US

<b>VENDOR</b>		
<b>Vendor Customer Code:</b>		
<b>Vendor Name :</b> ProForce Marketing, Inc., dba ProForce Law Enforcement		
<b>Address :</b> 2625		
<b>Street :</b> Stearman Road, Ste A		
<b>City :</b> Prescott		
<b>State :</b> Arizona	<b>Country :</b> United States	<b>Zip :</b> 86301
<b>Principal Contact :</b> Mary Tappan		
<b>Vendor Contact Phone:</b> 928-776-7192	<b>Extension:</b>	

<b>FOR INFORMATION CONTACT THE BUYER</b> James H Adkins (304) 558-3397 jamie.h.adkins@wv.gov
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<b>Vendor Signature X</b>	<b>FEIN#</b> 86-1022874	<b>DATE</b> 12/23/2021
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All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The West Virginia Division of Natural Resources is soliciting bids on behalf of the Law Enforcement Section to establish a one time purchase of HD 12x50 Binoculars.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES		DIVISION OF NATURAL RESOURCES	
LAW ENFORCEMENT SECTION		LAW ENFORCEMENT SECTION	
324 4TH AVE		324 FOURTH AVE	
SOUTH CHARLESTON WV		SOUTH CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vortex 12x50 Diamondback HD Binoculars or equal	120.00000	EA	\$171.76	\$20,611.24

Comm Code	Manufacturer	Specification	Model #
41111717	Vortex	Diamondback HD12x50Binoculars	SKU: DB-217

**Extended Description:**  
Per specifications

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
DNR2200000018	FINAL	Law Enforcement: HD 12x50 Binoculars	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**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.

\_\_\_\_\_  
(Name, Title)

Mary Tappan, Contract Specialist

\_\_\_\_\_  
(Printed Name and Title)

2625 Stearman Road, Ste A Prescott, AZ 86301

\_\_\_\_\_  
(Address)

928-776-7192      928-445-3468

\_\_\_\_\_  
(Phone Number) / (Fax Number)


sales@proforceonline.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.

ProForce Marketing, Inc., dba ProForce Law Enforcement

\_\_\_\_\_  
(Company)



Mary Tappan, Contract Specialist

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Mary Tappan, Contract Specialist

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

December 23, 2021

\_\_\_\_\_  
(Date)

928-776-7192      928-445-3468

\_\_\_\_\_  
(Phone Number) (Fax Number)

**EXHIBIT A - PRICING PAGE**  
**REQUEST FOR QUOTATION**  
**West Virginia Division of Natural Resources - Law Enforcement Section**  
**One Time Purchase of 12x50 HD Binoculars**

Item Number	Description	Make & Model of Brand Bid	Qty	Unit	Unit Price*	Extended Amount
3.1	Vortex 12x50 Diamondback HD Binocular or equal.	Vortex Diamondback HD 12x50 SKU: DB-217 UPC: 875874009967	120	Each	\$171.76	\$ 20,611.24
<b>TOTAL COST:</b>						<b>\$20,611.24</b>

**ProForce Marketing, Inc., dba ProForce Law Enforcement**

Vendor

  
 Authorized Signature

**Mary Tappan, Contract Specialist**

**December 23, 2021**

Date

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

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: ProForce Marketing, Inc., dba-ProForce Law Enforcement

Authorized Signature:  Dan Rooney, President Date: December 23, 2021

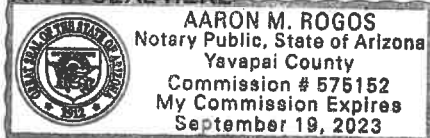
State of Arizona

County of Yavapai, to-wit:

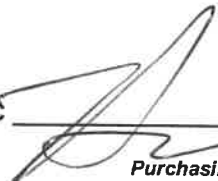
Taken, subscribed, and sworn to before me this 23 day of December, 2021.

My Commission expires 09/19/2023, 2023.

AFFIX SEAL HERE



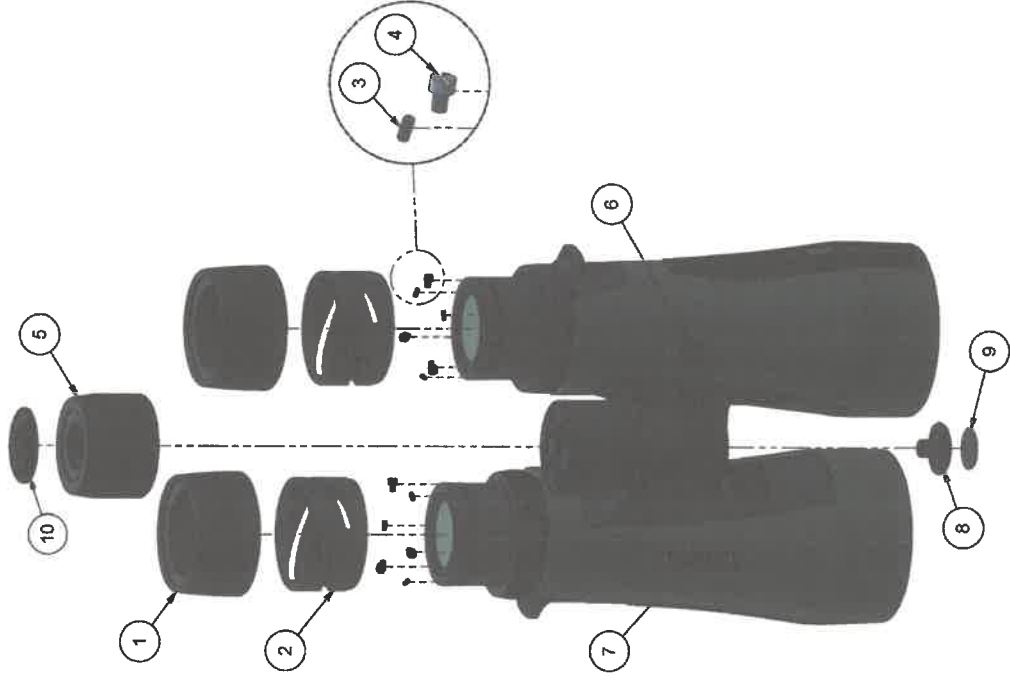
NOTARY PUBLIC

  
Purchasing Affidavit (Revised 01/19/2018)



# DIAMONDBACK® HD

12x50 BINOCULAR



Diamondback HD 50mm Models	
Model	Magnification
DB-217	12x

Parts				
ITEM NO.	PART NUMBER	DESCRIPTION	QTY.	NOTES
1	C-00394-0	Eyecup rubber	2	
2	C-00395-0	Eyecup assembly outer ring	2	
3	C-00064-0	Eyecup tensioner	6	Included in kit: K-DB-217-ECA
4	C-00397-0	Eyecup assembly screw	6	
5	C-00499-0	Focus knob rubber	1	
6	C-00432-0	Oval VTX badge	1	
7	C-00309-0	Rectangle VORTEX badge	1	
8	C-00320-0	Tripod adaptor socket cover	1	
9	C-02852-0	Tripod adaptor socket cover badge	1	Sent together
10	C-03285-0	12x50mm Focus knob badge	1	

In-Box Accessories				
ITEM NO.	PART NUMBER	DESCRIPTION	QTY.	NOTES
	C-02367-0	Glasspak binocular case	1	
	C-02058-0	Glasspak case harness	1	
	RAINGUARD	Eyepiece cover	1	
	CAPD50	Tethered objective cap 50mm	2	Set of 2
	C-00127-0	Comfort neck strap	1	
	C-02963-0	Lens Cloth	1	
	M-00253-0	Diamondback HD owner's manual	1	
	M-00228-0	Glasspak binocular manual	1	