

Solicitation Response(SR) Dept: 0310 ID: ESR1019200000003027 Ver.: 1 Function: New Phase: Final

Modified by batch , 10/22/2020

Header  1

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 789722	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: 000000233108	SO Doc ID: DNR2100000017
Legal Name: LOTEK WIRELESS INC	Published Date: 10/15/20
Alias/DBA:	Close Date: 10/22/20
Total Bid: \$279,800.00	Close Time: 13:30
Response Date: 10/19/2020	Status: Closed
Response Time: 13:06	Solicitation Description: Addendum No. 01-Wildlife Resources-GPS Wildlife Collars
Responded By User ID: LotekWire	Total of Header Attachments: 1
First Name: Cindy	Total of All Attachments: 1
Last Name: Brown	
Email: cbrown@lotek.com	
Phone: 905-836-6680	



State of West Virginia
Agency Request for Quote
Miscellaneous

Proc Folder: 789722			Reason for Modification:
Doc Description: Wildlife Resources-GPS Wildlife Collars			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-10-05	2020-10-22 13:30	ARFQ 0310 DNR2100000017	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 : Oana Bantus

Vendor Contact Phone: 1-416-357-2273 **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** Oct 19, 2020

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV 26241 US	DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 738 WARD RD ELKINS WV 26241 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Iridium GPS Collars	200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
10141607			

Extended Description:

Iridium GPS Collars

Per specifications outlined in 3.1.1

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Monthly Transmission Rate (Per Collar)	36.00000	MO		

Comm Code	Manufacturer	Specification	Model #
10141607			

Extended Description:

Monthly Transmission Rate (Per Collar)

Per specifications outlined in 3.1.2

SCHEDULE OF EVENTS

Line	Event	Event Date
1	9:00 A.M. TECHNICAL QUESTION DEADLINE	2020-10-13

	Document Phase	Document Description	Page 4
DNR210000017	Final	Wildlife Resources-GPS Wildlife Collars	

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 one 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: 10/13/2020 at 9:00am ET

Submit Questions to:
West Virginia Division of Natural Resources
Property and Procurement Office
Attention: Mr. Jamie Adkins
South Charleston, WV 25303
Fax: (304) 558-2165
Email: 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. 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 4th 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: Mr. Jamie Adkins
SOLICITATION NUMBER: ARFQ DNR21*17
BID CLOSING DATE: 10/22/2020
BIDCLOSING 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 or 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:

Bid Opening Location:

West Virginia Division of Natural Resources
Property and Procurement Office
324 4th 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: Unless the box below is checked, 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 West Virginia 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. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

15. 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.

15A. 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.

16. 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 Property and Procurement Office 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

AGENCY TERMS & CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Chief Procurement Officer, or his or her designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

- a. **"Agency"** means the West Virginia Division of Natural Resources.
- b. **"Bid"** or **"Proposal"** means a vendor's submitted response to a solicitation.
- c. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- d. **"Chief Procurement Officer"** means the Chief Procurement Officer of the West Virginia Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
- e. **"Property and Procurement Office"** means the unit within the West Virginia Division of Natural Resources' Administration Section headed by the Chief Procurement Officer and its personnel.
- f. **"Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- g. **"Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General that identifies the Vendor as the contract holder.
- h. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
- i. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- j. **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

- k. “Will”, “Shall” and “Must” identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General’s office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of month available in all renewal years combined. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Property and Procurement Office and Attorney General’s office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event, will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open-End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Property and Procurement Office and Attorney General's office.

6. EMERGENCY PURCHASES: The Chief Procurement Officer may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Chief Procurement Officer, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value. The performance bond must be received by the Property and Procurement Office prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Property and Procurement Office prior to Contract award.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Property and Procurement Office prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Property and Procurement Office.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial **General Liability Insurance** in at least an amount of:

Automobile **Liability Insurance** in at least an amount of: _____

Professional/**Malpractice/Errors and Omission Insurance** in at least an amount of:

Commercial **Crime and Third-Party Fidelity Insurance** in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Other _____

Notwithstanding anything contained in this section to the contrary, the Chief Procurement Officer reserves the right to waive the requirement that the Agency be named as an additional insured on one or more of the Vendor's insurance policies if the Chief Procurement Officer finds that doing so is in the best interest of the Agency.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10 LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods or through the state designated credit cards.)

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the

solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Chief Procurement Officer reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or

remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

This equipment purchase is governed by, and subject to the Lotek Limited Warranty (available at www.lotek.com/legal/warranty), and these documents are hereby incorporated by reference into this purchase. The Additional Warranty Information and Field Scenarios included in this submission are also hereby incorporated by reference into this purchase.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Property and Procurement Office, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. 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, 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.

32. LICENSING: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under the provision must occur prior to performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or to a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

[] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or

steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid, or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL 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 Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.

Oana Bantus, Director of Marketing and Sales
(Name, Title)
Oana Bantus, Director of Marketing and Sales
(Printed Name and Title)
115 Pony Drive, Newmarket Ontario Canada L3Y 7B5
(Address)
1-416-357-2273 / 905-836-6455
(Phone Number) / (Fax Number)
obantus@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 Lewandowski CFO/COO
(Printed Name and Title of Authorized Representative)

October 19, 2020
(Date)

1-905-836-2901 / 1-905-836-6455
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Lotek Wireless Inc
Company


Authorized Signature

October 19, 2020
Date

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

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids to establish a contract for the one-time purchase of GPS Wildlife Collar.
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:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 GPS Wildlife Collar
 - 3.1.1.1 Collar must be Global Positioning System and Iridium capable;
Lotek Complies
 - 3.1.1.2 Collar must weight no more than 1,600 grams;
Lotek Complies
 - 3.1.1.3 Collar must be equipped with mortality sensor with notification via text or email;
Lotek Complies
 - 3.1.1.4 Collar must be able to be equipped with a drop off remotely via website activation;
Lotek Complies
 - 3.1.1.5 Collar must be capable to programming fixed time intervals for sampling rates;
Lotek Complies
 - 3.1.1.6 Collar must be capable of having scheduled fix time remotely changed.
Lotek Complies

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

3.1.1.7 Collar must be equipped with an activity sensor;

Lotek Complies

3.1.1.8 Collar must be able to transmit animal location data at least once a week, with up to 5 locations per day;

Lotek Complies

3.1.1.9 Collar must be able to be equipped with an elastic expandable insert;

Lotek Complies

3.1.1.10 Collar must have a minimum life expectancy of 3 years from deployment with the following parameters: A minimum of three and maximum of five (3-5) fixes per day,

Lotek Complies

3.1.1.11 Collar must transmit GPS points a minimum of one time per 24 hours.

Lotek Complies

3.1.1.12 Collar must be VHF active for a minimum five (5) hours per day;

Lotek Complies

3.1.1.13 Collar must have VHF Beacon in the 150.000-151.999 MHz range;

Lotek Complies

3.1.1.14 Vendor must provide a Windows® based collar communication software able to communicate with the collar remotely to change fix schedule and drop off parameters.

Lotek Complies

3.1.2 Cellular Access

3.1.2.1 Vendor must charge a flat rate monthly transmission fee per collar for 36 months upon collar activation. Monthly transmission fee per collar includes daily transmission of GPS locations.

Lotek Complies

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

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

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.

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 half of the Contract Items within 60 working days and the other half of the Contract Items within 90-120 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency listed below:

WVDNR Elkins Operational Center
738 Ward Road
Elkins, WV 26241

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

REQUEST FOR QUOTATION

West Virginia Division of Natural Resources-Wildlife Research Section
One Time Purchase Contract for GPS Wildlife Collars

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 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.

Items ordered by the Agency are custom products with a unique combination of necksize, VHF frequency, species, expansion and therefore do not qualify as resalable items and can not be returned/credit can not be offered.

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.

WEST VIRGINIA DIVISION OF NATURAL RESOURCES
Wildlife Resources-GPS Wildlife Collars
Exhibit A - PRICING PAGE

Item Number	Quantity	Unit	Description	Unit Price	Extended Cost	Total Amount
3.1.1	200	Each	GPS Wildlife Collar <u>One activation only included</u>	\$1,129.00	\$225,800.00	\$225,800.00
3.1.2	7,200	Month	Flat Monthly Transmission Charge Per Collar	\$7.50	\$7.50	\$54,000.00
TOTAL BID:						\$279,800.00

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

Vendor Representative: Tomasz Lewandowski CFO/COO

Signed: 

Date: Oct 19, 2020

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 exceed 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: Lotek Wireless Inc

Authorized Signature: *[Signature]* Date: Oct 19, 2020

State of ONTARIO

County of Canada, to-wit:

Taken, subscribed, and sworn to before me this 19 day of October, 2020

My Commission expires NOT APPLICABLE, 20

AFFIX SEAL HERE



NOTARY PUBLIC DAVID LOTIMER



Lotek Wireless Inc. 115 Pony Dr, Newmarket ON L3Y 7B5, Canada.
www.lotek.com

Additional Information About Lotek Warranty

Collars:

- 2-year warranty on electronic parts only.
- Warranty does not cover animal damage
- In order to initiate a warranty claim on a collar the end user must contact a Lotek representative and request and RMA (return materials authorization). The collar **must** then be returned* to the following address for assessment at end users' expense for assessment:

Lotek Wireless Inc.
115 Pony Drive
Newmarket, Ontario
L3Y 7B5

- Each GPS collar (regardless if it has been sold in a bundle), is a standalone equipment
- Lotek reserves the right to replace or repair collar(s) in the event a warranty claim is approved.
- Lotek's liability is limited to the value of the collars.

Drop off mechanism:

- Drop off mechanisms are covered by 1-year warranty
- Warranty does not cover animal damage
- In order to initiate a drop off warranty claim the end user must contact a Lotek representative and request and RMA (return materials authorization). The drop off mechanism and/or the collar **must** then be returned* to the following address for assessment at end users' expense for assessment:

Lotek Wireless Inc.
115 Pony Drive
Newmarket, Ontario
L3Y 7B5

- Lotek reserves the right to replace or repair drop off mechanism in the event a warranty claim is approved. Replacement of a drop off mechanism does not indicate collar replacement.
- Lotek's liability is limited to the value of the drop off mechanism.

Example: Failure of drop off mechanism in any way does not automatically include repair or replacement of the collar or addition add-ons

Collar add-ons:

- Expandable/contractible solutions are covered by out of box warranty
- Warranty does not cover animal damage
- Collar, including drop-off mechanism will not be replaced if the expandable/contractible solution does not perform as anticipated
- In order to initiate a warranty claim on a collar add-on the end user must contact a Lotek representative and request and RMA (return materials authorization). The add on and/or the collar **must** then be returned* to the following address for assessment at end users' expense for assessment:

Lotek Wireless Inc.
115 Pony Drive
Newmarket, Ontario
L3Y 7B5



Lotek Wireless Inc. 115 Pony Dr, Newmarket ON L3Y 7B5, Canada.
www.lotek.com

- Lotek reserves the right to replace or repair collar add-ons in the event a warranty claim is approved. Replacement of a collar add-on does not indicate collar replacement nor does it indicate drop off mechanism replacement.
- Lotek's liability is limited to the value of the add-ons.
Example: Failure of expansion piece in any way does not automatically include repair or replacement of the collar or drop off mechanism

Data Plan Fees:

- Warranty does not cover charges incurred for data plan while testing or deployed on an animal.
- Monthly service charges continue regardless of if the collar is transmitting data unless requested to be deactivated by the user
Example: Valid failure of collar under warranty does not mean data fees incurred while the collar was silent will be reimbursed.

***Important Note:** When supporting customers during their projects, the Lotek team will have access to Webservice data. The data on the Webservice provides only a part of the collar/ animal context. Another part is provided by the field conditions, animal behavior, landscape challenges and environmental conditions. The end users have access to this latter information and it is paramount for that to be shared with the Lotek team during troubleshooting process. Returning collars that have appeared to fail in the field also provides important information that can potentially be applied to the remaining collars.

Additional Information About Satellite Data Plans

Iridium and Globalstar are satellite subscription services - collars **will remain active and incurring monthly charges** when collars:

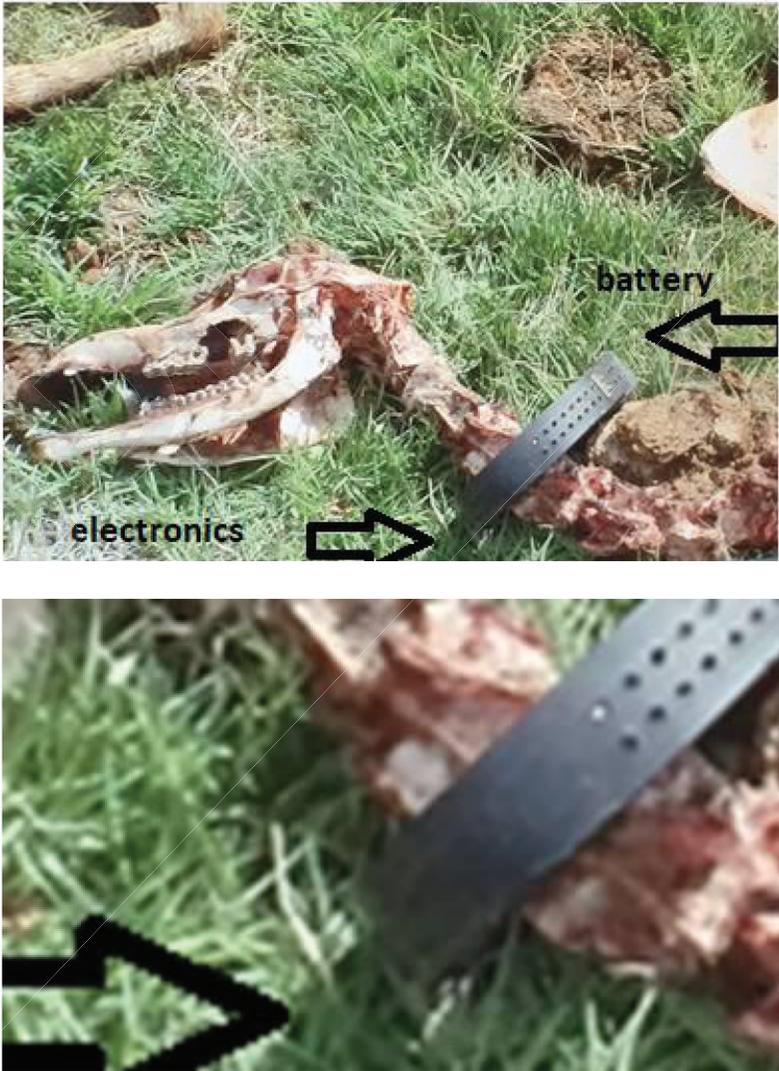
- are no longer transmitting in the field
- have been retrieved
- have been tested but undeployed
- are disabled in the Host software/suspended with magnets

It is the responsibility of the researcher to request deactivation from the Iridium or Globalstar Satellite Networks to suspend the monthly service fees. Please contact us with any questions on the activation status of your collars/contracts.

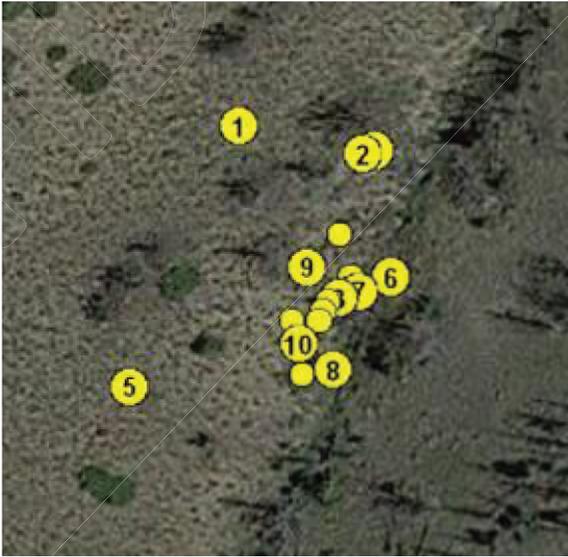
Once prepayment amount towards collar(s) data plan has been used subsequent charges will be invoiced quarterly for all collars listed with active subscription services.



Table 1- Field Scenarios

Collar Function	Scenarios	Supplemental Information: Picture/Excerpt from customer's emails	
1. MORTALITY	Animal dies in a position obstructing the view to the sky	 <p>The orientation of the electronics and antenna towards the ground impedes the GPS locations calculations and their transmission via Iridium. It also prevents the mortality alert from being transmitted via Iridium.</p>	
1. MORTALITY	If there is a snowstorm and animals are inactive for more	During snowstorms animals tend to congregate, look for cover and have low activity levels which can trigger false mortalities depending on whether the snowstorm lasts longer than the delay time set.	Weather forecast reports of extreme



	than the mortality delay time set by user		weather conditions
1. MORTALITY	Animals injured (or sick), followed a month later by mortality	<p>A mortality event alert was received in March 2019, followed by a cluster of 16 GPS locations, which is usually a validation of mortality. When checking in the field the following day the animal was alive and moving and looked injured. A mortality cancellation message followed.</p>  <p>At the end of April 2019, the animal died and a new mortality alert was sent. This time the mortality was confirmed in the field and it was determined that the injured animal was predated on by a mountain lion.</p>	Unconfirmed field mortality followed a few months later by true mortality
1. MORTALITY	Birthing Events	<p>Mortality alerts could be received during birthing months. Depending on the mortality delay set by user, during the birthing season it is common that activity levels are lower for a period of 4-6 hours which will trigger a mortality alert. Once the animal moves a mortality cancellation message is triggered.</p>	Mortality alerts received during birthing months.



2. GPS
LOCATIONS &
SATELLITE
TRANSMISSIO
NS

Animal
Drowns

Last
locations
near
water

Last
locations
near water





		<p><i>Except from researcher's email: "I just picked up another mortality. The only mort date was March 25. The deer was submerged in water! So not surprising only one mortality notification. I'll spare you the gruesome photo (unless you want to see it). I was very happy the VHF still worked because I first came upon a much older carcass of a deer at the same spot. Just ribcage, a few bones and hide. I thought it couldn't be the same deer (some snow on the ground so I thought the collar was buried). But the VHF directed me to a spot only 20 yards away and I saw the entire deer under 1 foot of water. I would guess the collar needs to be returned to Lotek as I wouldn't redeploy a collar that was under water."</i></p>	
<p>2. GPS LOCATIONS & SATELLITE TRANSMISSIONS</p>	<p>Animal Crossing Road and is hit by a car</p> <p>Last locations near road</p>	 <p>Investigating the last locations of a collar that went silent, the collar and the carcass were found near a road. The animal wearing the collar was hit by a car. The animal died on impact. The collar was damaged due to the impact of the car, and therefore GPS transmissions seized and a mortality alert was not transmitted.</p>	<p>Last locations near road</p>



<p>2. GPS LOCATIONS & SATELLITE TRANSMISSIONS</p>	<p>Animal Crossing on Rail road tracks and is hit by a train</p> <p>Last locations near rail road tracks</p>	 <p>Investigating the last locations of a collar that went silent, the collar and the carcass were found near rail road tracks. The animal wearing the collar was hit by a train. The animal died on impact. The collar was damaged due to the impact of the train, and therefore GPS transmissions seized and a mortality alert was not transmitted.</p>	<p>Last locations near rail road tracks</p>
<p>2. GPS LOCATIONS & SATELLITE TRANSMISSIONS</p>	<p>Animal dies from avalanche</p>	<p>Collar deployed on bighorn sheep November 2015.</p> <p><i>Except from researcher's email:</i> <i>"The animal died after being killed by an avalanche, and trapped under several feet of snow. The collar was unable to send a mortality alert as the view to the sky was obstructed. When spring came around, and the snow melted, the collar was able to communicate with the satellite and sent a mortality message. This collar was in good condition, and was re-deployed."</i></p>	<p>Weather forecast reports of extreme weather conditions</p>
<p>2. GPS LOCATIONS & SATELLITE TRANSMISSIONS</p>	<p>Mechanical damage to the collar caused by predation event allowing water to penetrate inside the collar</p> <p>Recovered collar with animal damage</p>		<p>Recovered collar with animal damage</p>

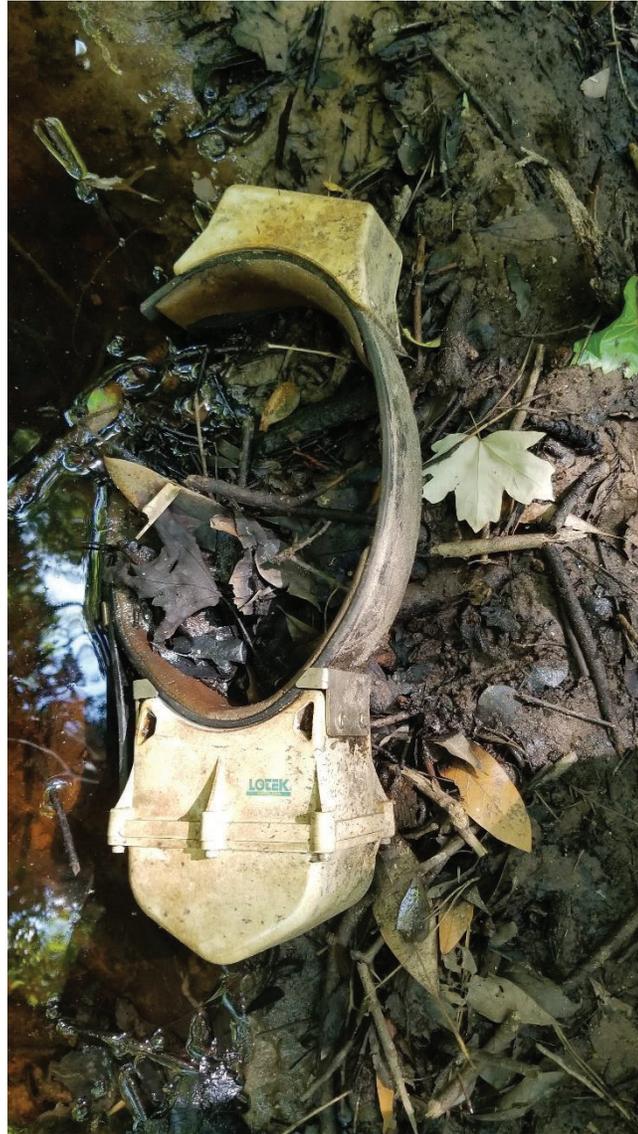


	<p>animal damage</p>		
<p>2. GPS LOCATIONS & SATELLITE TRANSMISSIONS</p>	<p>Animal dies from poaching event and collar goes silent</p>	<p>From Webservice we can see the collar deployed on black bear June 11 2017. There were locations until November 15 2017 – Mortality alert, then gap until April 29, 2018. Collar retrieved ~May 10, 2018.</p>  <p>It is generally the recommendation to let “silent” collars stay active on Iridium for at least 3 months (up to 6 months), as there are high chances of that the collars will begin to transmit again after changes in environmental conditions and circumstances (ie. interference from members of the public)</p> <p><i>Except from researcher’s email:</i> <i>“Three months might be a good standard, but I’ve decided to keep the collar active on Iridium a bit longer because we only learned that a different bear wearing an Iridium collar was illegally killed by having left it going several months (it was cut off and thrown in a creek, which dried enough that the collar surfaced and began transmitting again so it could be retrieved). We’d gotten a few mortality alerts but had no GPS location and couldn’t hear the VHF. Last GPS was 11/15/17 [with a gap] until 4/29/18, although</i></p>	<p>Interference from members of the public</p>



once we plugged it in we got other locations back to 3/17/18."





JNE_N	COLLAR_I	GMT_DATE	GMT_TIM	LMT_DATE	LMT_TIM	ECEF_X	ECEF_Y	ECEF_Z	LATITUDE	LONGITUDE	HEIGHT	DOP
401	44495	6/30/17	06:15:10	6/30/17	02:15:10	522951	-5508740	3161207	29.9047050	-84.5770973	-28.07	3.6
402	44495	6/30/17	08:15:29	6/30/17	04:15:29	522965	-5508760	3161219	29.9047034	-84.5769726	-3.68	2.0
403	44495	6/30/17	10:15:29	6/30/17	06:15:29	522965	-5508757	3161223	29.9047481	-84.5769696	-4.28	1.6
404	44495	6/30/17	12:15:11	6/30/17	08:15:11	522960	-5508757	3161217	29.9047033	-84.5770212	-7.68	4.2
405	44495	6/30/17	14:16:00	6/30/17	10:16:00	523617	-5508839	3160943	29.9019140	-84.5703292	-19.66	3.4
406	44495	6/30/17	16:15:30	6/30/17	12:15:30	523621	-5508841	3160939	29.9018721	-84.5702900	-19.60	2.2
407	44495	6/30/17	18:17:42	6/30/17	14:17:42	523603	-5508836	3160949	29.9019803	-84.5704706	-20.40	2.0
408	44495	6/30/17	20:16:49	6/30/17	16:16:49	523620	-5508826	3160934	29.9019006	-84.5702856	-35.12	4.0
409	44495	6/30/17	22:15:54	6/30/17	18:15:54	523624	-5508876	3160968	29.9019409	-84.5702933	25.31	7.6
410	44495	7/01/17	00:16:22	6/30/17	20:16:22	523718	-5508923	3160796	29.9003454	-84.5693705	-12.16	3.0
411	44495	7/01/17	02:15:30	6/30/17	22:15:30	523720	-5508912	3160770	29.9001905	-84.5693391	-34.45	3.0
412	44495	7/01/17	04:15:54	7/01/17	00:15:54	523717	-5508921	3160779	29.9002218	-84.5693788	-22.44	2.4
413	44495	7/01/17	06:15:41	7/01/17	02:15:41	523721	-5508912	3160764	29.9001431	-84.5693288	-37.36	3.2
414	44495	7/01/17	08:15:29	7/01/17	04:15:29	523718	-5508925	3160783	29.9002348	-84.5693725	-16.91	2.0
415	44495	7/01/17	10:15:48	7/01/17	06:15:48	523720	-5508943	3160785	29.9001690	-84.5693695	-0.22	4.8
416	44495	7/01/17	12:16:14	7/01/17	08:16:14	523719	-5508933	3160783	29.9001985	-84.5693700	-9.93	4.6
417	44495	7/01/17	14:15:43	7/01/17	10:15:43	523698	-5508927	3160780	29.9002109	-84.5695806	-18.32	3.0
418	44495	7/01/17	16:15:29	7/01/17	12:15:29	523702	-5508925	3160779	29.9002103	-84.5695374	-20.22	2.4



2. GPS LOCATIONS & SATELLITE TRANSMISSIONS

Poached? Unknown

Collar found months later in someone's backyard

A collar was deployed on a lynx January 2009 and it went silent February 2010. The collar was later found June 2019, 93 miles (150 km) south of where the lynx's home range was. The remnants of the collar found was only the bottom housing (the belt had been cut on both sides). It is assumed that the lynx was illegally harvested and the collar was ditched. When the housing was opened to retrieve the electronics there was water inside and everything was corroded, but the data was recovered and locations plotted on the map below.

Interference from members of the public

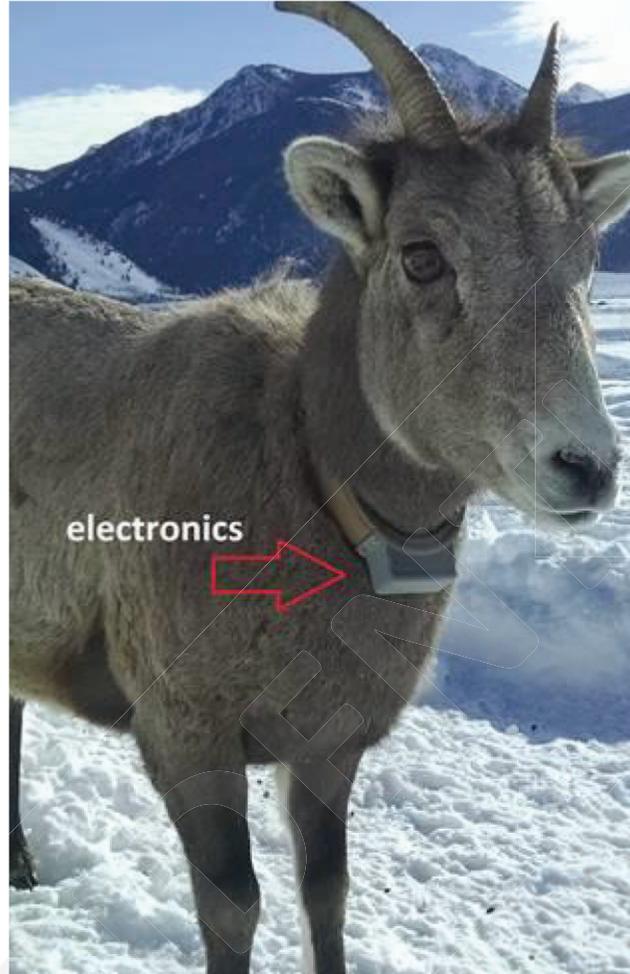


Excerpt from researcher's email:
 "This was KH08, a yearling female Algonquin wolf-coyote hybrid we captured and radio-collared on August 11 2009. We had data through Jan 20th 2010 and thought that her collar had merely failed at that time, but from what you sent us it looks like the animal was likely killed and the collar cut off the animal 2 days after that, ca. 22 January. We'll update our files!"



2. GPS
LOCATIONS &
SATELLITE
TRANSMISSIO
NS

Incorrect
Installation
of Collars



Incorrect
Installation
of Collars
by Capture
Crew



Collars testing fine prior to deployment and after deployment having a hard time connecting to the satellite caused by an incorrect installation of the collar on the animal's neck. Captures are a fast paced environment and special attention is given to handling the animals as quickly as possible. Because of the rush, at times animals are released with the collars upside down. The electronics pointing towards the ground, such as in the picture above, impedes the calculations of GPS positions and their transmissions via satellite. Due to the oval shape of the collars, the automatic correction of the collar on the animal's neck (battery at the bottom and electronics at the top) is very difficult.

Also, forgetting to remove the magnets from the collars prior to deployment will disable the collar functionality.

**Predator
chews
collars and
buries in
dirt**

Deployed in January 29, 2018 and received mortality alert 2/09/19. Received a mortality alert 2/09/19, was able to pick up the VHF when it was a) buried under dirt (not visible) b) full belting chewed off.



“The attached picture is pronghorn collar. I'm not planning on redeploying this one 😊. It was buried under several inches of dirt when we found it....likely a coyote used it as a crew toy and buried it. It's always an adventure monitoring wildlife.”

“I received a text with location information when the mortality occurred. The collar was on a piece of property that has restricted access so I checked on the collar during one of my telemetry flights to see if the VHF signal was still working. I heard the collar from the airplane & once we had access to the property, we used the VHF signal to locate the collar in the pile of dirt. I don't think we would have found the collar without the VHF signal.”





	<p>Animal dies in a bush fire</p>	 <p>“One of those collars was in this pig who died in a bush fire. The collar is still working.....with wires exposed and melted. Amazing.”</p>	
	<p>Collar damaged when animal killed</p>	<p>GSM collar deployed on young male Brown bear in March 2014 and went silent a few months later. Found collar a few years later with teeth/claw marks. The collar was damaged when the bear was believe to have been killed by a larger male bear</p> 	<p>Recovered collar with animal damage</p>