



ADVANCED TELEMETRY SYSTEMS
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FAX COVER SHEET

Date: 10/5/18 _____ **Total of 11**__pages (including cover sheet)

To: Angela Negley

Fax#: 304-558-2165

From: Tom Garin **Phone#:** 763-444-7602

Email: tgarin@atstrack.com

Sealed Bid:
Buyer: Angela Negley
Solicitation Number: ARFQDNR19*21
Solicitation Closing Date: 10/11/2018
Solicitation Closing Time: 1:30 pm

#510 P.002/030
10/02/2018 16:21



State of West Virginia
Request For Quotation

Procurement Folder :					
Document Description : Global Positioning System (GPS) Collars for Bobcat Study					
Procurement Type : Agency Purchase Order					
Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2018-09-28	2018-10-11 13:30:00	ARFQ 0310	DNR1900000021	1	Draft

SUBMIT RESPONSE TO:	VENDOR:
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone

FOR INFORMATION CONTACT THE
 Angela W Negley
 (304) 558-3397
 angela.w.negley@wv.gov

Signature X FEIN # DATE

ADDITIONAL INFORMATION:

Agency Purchase Order for Global
Positioning System (GPS) collars for Bobcats Study.

SCHEDULE OF EVENTS:

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Question Deadline 9:00am	2018-10-05

DNR1900000021	Document Phase Draft	Document Description Global Positioning System (GPS) Collars for Bobcat Study	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources Section
Global Positioning System (GPS) Collars for Bobcats

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 Iridium/GPS collars.
- 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 list of items identified in Agency 3.1 below and on the Pricing Pages.
Wildlife GPS/Iridium tracking collars with associated software and cellular data transmission.
 - 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 Wildlife collar must be Global Positioning System and Iridium capable; YES

* **3.1.1.2 Collar must weigh no more than 300 grams;**
Collar approximately 290 grams with Release
Approximately 350gr

3.1.1.3 Collar must be equipped with mortality sensor with notification via text or email; YES

3.1.1.4 Collar must be equipped with an ambient air temperature sensor;
YES

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West Virginia Division of Natural Resources-Wildlife Resources Section
Global Positioning System (GPS) Collars for Bobcats**

3.1.1.5 Collar must be equipped to drop off remotely via website activation; *Release Mechanism, but Programmable only*

3.1.1.6 Collar must be capable of programming fixed time intervals for sampling rates; *YES*

3.1.1.7 Collar must be equipped with an activity sensor; *YES*

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; *YES*

3.1.1.9 Collar must be made with neoprene belting; *YES*

3.1.1.10 Collar must have capability to store at least 5,000 GPS locations; *YES*

3.1.1.11 Collar must have a life expectancy minimum of one year from deployment; *YES*

3.1.1.12 Collar must have VHF Beacon in the 150,000-151,999 range.

3.1.2 Software *YES*

3.1.2.1 Vendor must provide a Windows® based collar communication software able to communicate with the collar remotely to change fix schedule, drop off, etc. *YES*

3.1.3 Cellular Access

3.1.3.1 Vendor must include one year of airtime. *YES*

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the West Virginia Division of Natural Resources with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by filling in the unit price per collar and extended price. Vendor should complete the Pricing Page

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West Virginia Division of Natural Resources-Wildlife Resources Section
Global Positioning System (GPS) Collars for Bobcats

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

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

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall deliver the Contract Items within 40 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Elkins Operation Center - 67 Ward Road, Elkins West Virginia 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 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.

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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.

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.

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Exhibit A - Pricing Page
West Virginia Division of Natural Resources
Iridium/GPS collars

Item No.	Description	Model	Qty	Unit Price	Extended Cost
3.1.1	45-2A	45-2A	60	1,800	108,000

w/ Sure Drop Release

Total Bid Amount: \$ 108,000

ATS, INC
Vendor

[Signature]
Authorized Signature

10/5/18
Date

WV-10
Approved / Revised
06/08/18

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code, §5A-3-37*, (Does not apply to construction contracts). *West Virginia Code, §5A-3-37*, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1. Application is made for 2.5% vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% vendor preference for the reason checked:
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
- 4. Application is made for 5% vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code §5A-3-59* and *West Virginia Code of State Rules*.
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
- 8. Application is made for reciprocal preference.
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ADVANCED TELEMETRY SYSTEMS, INC Signed: John Trobin
Date: 10/5/18 Title: Business Manager

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

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 §61-6-3) 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: ATS, INC

Authorized Signature: [Signature] Date: 10/5/18

State of MINNESOTA

County of Anoka, to-wit:

Taken, subscribed, and sworn to before me this 5 day of October, 2018.

My Commission expires January 31, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Hannah Gephart



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.

Thomas Garin, SALES CONSULTANT
 (Name, Title)

THOMAS GARIN " "
 (Printed Name and Title)

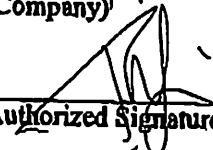
470 1ST AVE NW, ISANTI, MN 55456
 (Address)

763-444-7602 763-444-9384
 (Phone Number) / (Fax Number)

tgarin@atstrack.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.

ATS, INC
 (Company)


 (Authorized Signature) (Representative Name, Title)

Thomas Garin SALES CONSULTANT
 (Printed Name and Title of Authorized Representative)

10/5/18
 (Date)

763-444-7602
 (Phone Number) (Fax Number)