



## Discount Communications and Electronics, Inc.

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Alum Creek, WV 25003

wencommunications@gmail.com  
304-915-3911

March 14, 2024

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston WV 25305-0130

Discount Communications and Electronics is pleased to provide the enclosed proposal for your recent RFP.

We are a fully Authorized Kenwood and L-3 Harris Dealer Located in Alum Creek, WV.

We also have a location in Raceland, KY.

We have been in business since 2011 and have worked hard to provide the best possible customer service.

Our technicians are insured and covered by WV Workers Compensation.

In addition, we hold a WV Contractors License.

We are happy to provide any needed reference that you require.

We offer the Kenwood NX1200 in place of ICOM IF-F1000 Series Radio. This radio exceeds specifications for the ICOM radio in these ways:

1. This radio is capable of an upgrade to DMR-Digital operation for a small fee of \$35.00 for future digital format. The ICOM Radio is Analog only and cannot be updated to digital.
2. Discount Communications and Electronics has a large warehouse in the Charleston area with many of the radios in stock.

Sincerely Yours

Allen C. Holder

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WV PURCHASING  
DIVISION



## VHF AND UHF TRANSCEIVERS

### IC-F1000T

VHF transceiver with full keypad

### IC-F1000S

VHF transceiver with simple keypad

### IC-F1000

VHF transceiver without LCD and front keypad

### IC-F2000T

UHF transceiver with full keypad

### IC-F2000S

UHF transceiver with simple keypad

### IC-F2000

UHF transceiver without LCD and front keypad

# Compact, Slim Dimensions IP67 Waterproofing and Full of Useful Features



#### IP67 Waterproof and Dust-tight Protection

The IC-F1000 series has a 24.5mm (0.96 in) slim depth with IP67 waterproof casing. The transceiver can withstand 1m depth of water for 30 minutes. Its dust-tight construction prevents the ingress of powder dust, sand, mud and other objects.

#### Enhanced Emergency with Built-in Motion Sensor

With a built-in motion sensor, the IC-F1000 series can detect its position, state of motion and non-motion and can send an emergency signal. The motion function detects if the transceiver is moving or shaking, for example, during a chase. The lone worker and man down functions are programmable.

#### Selective Calling, Quiet Stand-by and More

The IC-F1000 series has built-in 2-Tone, 5-Tone, CTCSS and DTCS signaling capabilities for group communication and selective calling.

#### MDC 1200 Compatible

The following MDC features are programmable.

- PTT ID • Emergency (No ACK transmission)
- Radio check (RX only) • Stun/Revive (RX only)
- Transmit status messages (LCD types only)
- 100 alias table (LCD types only)

#### Easy to Hear in Noisy Areas

The large 36mm speaker of the transceiver provides clear compounded 800 mW\* audio. The built-in BTL amplifier doubles the audio output power and delivers loud and intelligible voice to a radio operator working in noisy environments.

\* Typical with internal speaker

#### Channel Announcement

When you rotate the channel knob, the radio announces the channel number. Convenient for making radio adjustments without having to look at the radio.

#### Built-in inversion voice scrambler

The built-in inversion voice scrambler provides secure conversation. Up to 16 codes are selectable.

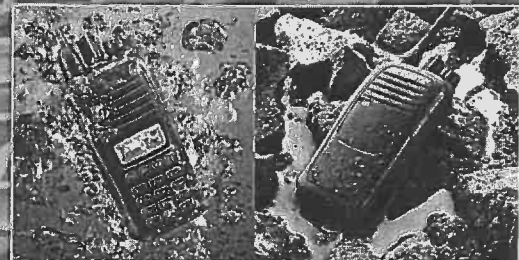
#### 14 Hours of Operating Time

The supplied waterproof Li-Ion battery pack, BP-279 (7.2V DC, 1485mAh), provides 14 hours\* of operating time.

\* Tx:Rx:Standby=5:5:90. Power save function ON.

#### Other Features

- 8 DTMF autodial memories
- "Shift key" function increases number of programmable key assignments
- Surveillance function • Escalating alarm
- Optional HM-168LWP, waterproof speaker-mic



IC-F2000T

IC-F1000  
(with optional stubby antenna)



Limited functions

## SPECIFICATIONS

	IC-F1000/S/T	IC-F2000/S/T
<b>GENERAL</b>		
Frequency coverage (MHz)	136-174MHz	335-400MHz (EXP), 400-470MHz (USA/EXP), 450-512MHz (USA), 450-520MHz (EXP)
Number of channels	IC-F1000/F2000 IC-F1000T/S, F2000T/S	16 channels 128 channels
Type of emission	16K0F3E*/11K0F3E	
Channel spacing	12.5/25kHz (Not USA Version)	
Power supply requirement	7.5V DC nominal	
Current drain (typical)		
Tx High	1.3A	
Rx Max. audio/Standby	330mA (Internal SP)/77mA	300mA (Internal SP)/80mA
Antenna impedance	50Ω	
Operating temperature range	-30°C to +60°C; -22°F to +140°F (Radio specification)	
Dimensions (WxHxD) (Projections not included)	52.2x111.5x24.5mm; 2.06x4.39x0.96 in (With BP-279)	
Weight (approx.)	240g; 8.47oz. (With BP-279)	
<b>TRANSMITTER</b>		
Output power	5W, 2W, 1W (Hi, L2, L1) · 4W, 2W, 1W (Hi, L2, L1)	
Max. frequency deviation	± 5.0kHz/±2.5kHz (Wide/Narrow)	
Frequency stability	±2.5ppm	
Spurious emissions	70dB min.	
FM Hum and noise	46/40dB typ. (Wide/Narrow)	
Audio harmonic distortion	1.0%/1.5% typ. (W/N, AF 1kHz 40% deviation)	
Ext. microphone connector	3-conductor 2.5 (d) mm (1/16")/2.2kΩ	
<b>RECEIVER</b>		
Sensitivity (at 12dB SINAD)	0.25µV typ.	
Adjacent channel selectivity	76/53dB typ. (W/N)	73/56dB typ. (W/N)
Spurious response	70dB min.	
Intermodulation	74dB typ.	73dB typ.
Hum and noise	51/45dB typ. (W/N)	49/43dB typ. (W/N)
Audio output power		
Internal SP (With 12Ω load)	800mW typ. (at 5% distortion)	
External SP (With 8Ω load)	400mW typ. (at 5% distortion)	
External speaker connector	2-conductor 3.5 (d) mm (1/8")/8Ω	

Measurements made in accordance with TIA-603.  
All stated specifications are subject to change without notice or obligation.  
\* 25kHz bandwidth is no longer available for FCC Part 90 licensees for USA versions.  
Ask your dealer if you need 25kHz bandwidth.

### Applicable U.S. Military Specifications & IP Rating

Standard	MIL 810G	
	Method	Procedure
Low Pressure	500.5	I, II
High Temperature	501.5	I, II
Low Temperature	502.5	I, II
Temperature Shock	503.5	I-C
Solar Radiation	505.5	I
Rain Blowing/Drip	506.5	I, III
Humidity	507.5	II
Salt Fog	509.5	-
Dust Blowing	510.5	I
Immersion	512.5	I
Vibration	514.6	I
Shock	516.6	I, IV

Also meets equivalent MIL-STD-810-C, -D, -E and -F.

### Ingress Protection Standard

Dust & Water	IP67 (Dust-tight and waterproof protection)
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URL: <http://www.bjicom.com>

Your local distributor/dealer:

As of March, 2014 this device has not been approved by the Federal Communications Commission. This device may not be sold or leased, or be offered for sale or lease, until approval of the FCC has been obtained.

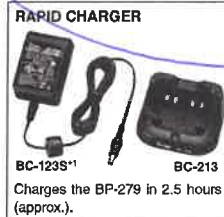
## OPTIONS

Some options may not be available in some countries. Please ask your dealer for details.

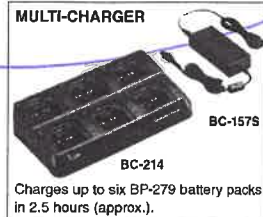


Battery packs	Type and capacity	Operating time*
BP-278	Li-Ion, 7.2V 1130mAh	10 hours (Approx.)
BP-279	Li-Ion, 7.2V 1485mAh	14 hours (Approx.)

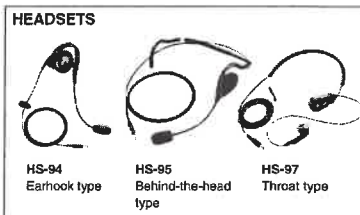
\* Tx: Rx: standby = 5:5:90. Power save function ON.



\*1 BC-123SA for 120V AC. SE for 230V AC. SV for 240V AC.



Charges up to six BP-279 battery packs in 2.5 hours (approx.).



- STANDARD ANTENNAS**
- FA-SC25V : 136-150MHz
  - FA-SC55V : 150-174MHz
  - FA-SC25U : 400-430MHz
  - FA-SC57U : 430-470MHz
  - FA-SC72U : 470-520MHz

- STUBBY ANTENNAS**
- FA-SC56VS : 150-162MHz
  - FA-SC57VS : 160-174MHz
  - FA-SC73US : 450-490MHz

- CUT ANTENNAS**
- FA-SC61VC : 136-174MHz
  - FA-SC61UC : 380-520MHz

- HIGH GAIN ANTENNAS**
- FA-SC62V : 150-160MHz
  - FA-SC63V : 155-185MHz

- CHARGER ADAPTER**
- AD-130

AD-130 charger adapter is supplied with the BC-214.

- Supplied accessories:** (May differ depending on version)
- Battery pack, BP-279
  - Desktop charger, BC-213
  - AC adapter, BC-123S
  - Belt clip, MB-133
  - Antenna



The "3D GENUINE Icom label" is attached to the rear chassis under the battery. Check the Icom website for details: <http://www.icom.co.jp/world/genuine-info/>

## NX-1000 series Radios – For each and every

**NXDN™** **DMR**

**FleetSync®**  
by KENWOOD

**DMR>>>>>**  
**Auto Slot**  
**Select>>>>>**

## NX-1200/1300 VHF/UHF TRANSCEIVERS

[Suffix on the model no. stands for CAI:  
N=NXDN, D=DMR, and A=Analog Versions]

### ONE-“K”-FITS-ALL: A SINGULAR SOLUTION

If you are thinking of harnessing the latest digital protocols – NXDN or DMR – to enhance business efficiency or FM analog for its simplicity, the NX-1200/1300 has you covered. Our One-“K”-Fits-All solution offers the widest selection of two-way radios for everyday use. The model matrix also includes basic and keypad variations, with or without a high-contrast backlit LCD. Other features include a 7-color LED indicator and the popular KENWOOD 2-pin audio accessory connector. Plus, mixed-mode operation ensures seamless integration with legacy radios while smoothing the onward migration path to digital. But whatever your specific needs, audio quality is what determines clear voice communications – which is why KENWOOD radios are used under the most grueling conditions, like the cockpit of a racing car. Thanks to our extensive experience with professional systems, reliability is second to none. So whatever your radio requirements, KENWOOD's NX-1200/1300 offers a single platform that's right for you.

#### ● GENERAL FEATURES

- **Wide variations, “One” platform:** To meet various demands — NXDN or DMR digital CAI and FM analog only models are available
- **Choose from direct & intuitive LCD with standard keypad or basic enclosures**
- **Easy visible Display:** 8-digit LCD models featuring high-contrast, white backlit LCD
- **Large 7-Color LED indicator on the top panel**
  - Selective Power-on LED
  - Selective Call Alert LED
  - Battery Level Indication
  - Multi-status function indication
- **RF output power 5W both on VHF/UHF**
- **Wide band UHF 70MHz coverage**
- **Renowned KENWOOD Audio Quality:** TX/RX audio profile with optimizable digital processor
  - Audio Equalizer: Flat, High, Low
  - Auto Gain Control: On, High, Low, Off
  - Noise Suppressor
  - Microphone type settings
- **Multiple Scan Functions;** Dual Priority, Single Priority, Single Zone, Multi, Normal Scan
- **VOX & PTT –triggered Semi-VOX, Voice-operated TX**
- **Emergency Function:** Customizable Emergency Profile
- **Lone Worker**
- **Max / Min Volume setting & Volume control**
- **Voice Announcement**
- **Remote Stun / Kill / Check**
- **Front Panel Programming Mode** (for Keypad model)
- **Electronic Serial Number (ESN)**
- **MIL-STD-810 C/D/E/F/G**
- **IP54 and IP55**
- **Intrinsically safe option (Available later)**

#### ● DIGITAL – NXDN

- FDMA – Very narrow 6.25 kHz & narrow 12.5 kHz bandwidths
- NXDN Conventional Operation
- Site Roaming
- Digital / Analog Mixed mode
- Group / Individual Call
- Status / Short data, Paging Call
- Remote Stun / Kill, Monitor, Check & Control
- Digital Bit Scrambler
- Late Entry
- Over-the-Air Alias (OAA)

#### ● DIGITAL – DMR

- TDMA 2-slot 12.5 kHz bandwidth equivalent to 6.25 kHz very narrow bandwidth
- DMR Tier II Conventional Operation
- Site Roaming
- DMR Auto Slot Select
- Dual Slot Direct Mode
- Digital / Analog Mixed mode
- Call Interruption
- Group / Individual Call
- Status / Short data, Paging Call
- Remote Stun / Kill, Monitor, Check & Control
- Enhanced Encryption (ARC4)
- Digital Bit Scrambler
- Late Entry
- Over-the-Air Alias (OAA)

#### ● ANALOG – FM

- FM Conventional Operation
- FleetSync: PTT ID, Stun/Revive, Talk back, Selcall
- MDC1200: PTT ID, Radio Inhibit/Uninhibit, Radio check, Emergency
- QT / DQT, DTMF, 2-tone
- Built-in Programmable Voice Inversion Scrambler (per channel)
- Built-in Compander (per channel)



Standard Keypad model

Basic model

## OPTIONAL ACCESSORIES

- **KNB-45L/69L**  
Li-ion BATTERY PACK (7.4 V/2000 mAh, 7.4 V/2450 mAh)
- **KNB-53N**  
Ni-MH BATTERY PACK (7.2 V/1400 mAh)
- **KNB-82LC**  
Li-ion BATTERY PACK (7.4 V/1900 mAh, Intrinsically Safe)\*  
\*Available later
- **KSC-35S**  
RAPID CHARGER (for Li-ion KNB-45L/69L/82LC)
- **KSC-43**  
RAPID CHARGER (for Li-ion KNB-45L/69L/82LC & Ni-MH KNB-53N)
- **KSC-356A**  
MULTIPLE CHARGER (6-pocket for Li-ion KNB-45L/69L/82LC)
- **KSC-35SCR**  
CHARGER POCKET (6-pocket for KMB-35A)
- **KMB-35A**  
MULTI-CHARGER ADAPTER (for KSC-35SCR)
- **KVC-22**  
DC VEHICULAR CHARGER ADAPTER (for KSC-35S)
- **EMC-11/12**  
CLIP MICROPHONE WITH EARPHONE (STD, EAR-HANGING)
- **KHS-35F**  
HEADSET (EAR-HOOK)
- **KMC-45D**  
SPEAKER MICROPHONE
- **KRA-22/23**  
VHF/UHF HELICAL ANTENNA (Low Profile)
- **KRA-26**  
VHF HELICAL ANTENNA (Standard Length)
- **KRA-27**  
UHF WHIP ANTENNA (Standard Length)
- **KRA-41/42**  
VHF/UHF STUBBY ANTENNA
- **KBH-10**  
BELT CLIP

All accessories and options may not be available in all markets. Contact an authorized KENWOOD dealer for details and complete list of all accessories and options.

## SPECIFICATIONS

GENERAL		NX-1200	NX-1300
Frequency Range	Type 1	136-174 MHz	450-520 MHz
	Type 2		400-470 MHz
Max. Channels per Radio		260 (64 for no LCD models)	
Number of Zones		128 (4 for no LCD models)	
Max. Channels per Zone		250 (16 for no LCD models)	
Channel Spacing	Analog	30*1 / 25*1 / 15 / 12.5 kHz	
	Digital	12.5 / 6.25 kHz	
Power Supply		7.5 VDC ±20 %	
Battery Life (5-5-90)	KNB-45L	14.5 H	11 H
	KNB-53N	10 H	7 H
	KNB-69L	19 H	14 H
Operating Temperature(Radio only)*2		-22°F to +140°F (-30°C to +60°C)	
Frequency Stability (-30 to +60°C; +25°C Ref.)		±0.5 ppm	
Dimensions (W x H x D) / Weight (net)	Radio only	2.13 x 4.84 x 1.32 in / 6.17 oz (54 x 123 x 33.5 mm / 175 g)	
	With KNB-45L/82LC	2.13 x 4.84 x 1.32 in / 10.41 oz (54 x 123 x 33.5 mm / 295 g)	
	With KNB-53N	2.13 x 4.84 x 1.32 in / 12.88 oz (54 x 123 x 33.5 mm / 365 g)	
	With KNB-69L	2.13 x 4.84 x 1.48 in / 10.93 oz (54 x 123 x 37.5 mm / 310 g)	
FCC ID (Pending)	Type 1	K44501000	K44501100
	Type 2	—	K44501100
IC Certification (Pending)		282F-501000	282F-501100

RECEIVER		NX-1200	NX-1300
Sensitivity	NXDN@6.25 kHz 3 % BER	0.18 µV	
	NXDN@12.5 kHz 3 % BER	0.22 µV	
	DMR@12.5 kHz 1 % BER	0.25 µV	
	DMR@12.5 kHz 5 % BER	0.18 µV	
Selectivity	Analog@12.5 / 25 kHz (12 dB SINAD)	0.24 / 0.20 µV	
	Analog@12.5 / 25 kHz	68 / 74 dB	
Intermodulation		70 dB	
Spurious Rejection		70 dB	
Audio Distortion		7 %	
Audio Output (Internal)		1 W	
TRANSMITTER		NX-1200	NX-1300
RF Power Output		5 / 4 / 1 W	
Spurious Emission		-70 dB	
FM Hum & Noise Analog@12.5 / 25 kHz		40 / 45 dB	
Audio Distortion		2 %	
DMR Digital Protocol		ETSI TS 102 361-1, -2, -3	
Emission Designator		16K0F3E, 11K0F3E, 8K30F1E, 8K30F1D, 8K30F7W, 4K00F1E, 4K00F1D, 4K00F7W, 4K00F2D, 7K60FXD, 7K60F7W	

\*1 25 / 30 kHz in VHF/UHF Bands excluding T-Band are not included in the models sold in the USA or US territories.

\*2 Operating temperature specification for a Li-ion battery is -10°C to +60°C (14°F to +140°F).

Specifications are measured according to applicable standards.

Specifications shown are typical and subject to change without notice, due to advancements in technology.

Details and timing of firmware and software updates are subject to change without notice.

## MIL-STD & IP

MIL Standards	Methods / Procedures				
	810C	810D	810E	810F	810G
Low Pressure	500.3 / I	500.2 / I, II	500.3 / I, II	500.4 / I, II	500.5 / I, II
High Temperature	501.1 / I, II	501.2 / I, II	501.3 / I, II	501.4 / I, II	501.5 / I, II
Low Temperature	502.1 / I	502.2 / I, II	502.3 / I, II	502.4 / I, II	502.5 / I, II
Temp. Shock	503.1 / I	503.2 / I	503.3 / I	503.4 / I, II	503.5 / I
Solar Radiation	505.1 / I	505.2 / I	505.3 / I	505.4 / I	505.5 / I
Rain*3	506.1 / I, II	506.2 / I, II	506.3 / I, II	506.4 / I, III	506.5 / I, III
Humidity	507.1 / I, II	507.2 / II, III	507.3 / II, III	507.4	507.5 / II
Salt Fog	509.1 / I	509.2 / I	509.3 / I	509.4	509.5
Dust	510.1 / I	510.2 / I	510.3 / I	510.4 / I, III	510.5 / I
Vibration	514.2 / V/III, X	514.3 / I	514.4 / I	514.5 / I	514.6 / I
Shock	516.2 / I, II, V	516.3 / I, IV	516.4 / I, IV	516.5 / I, IV	516.6 / I, IV
International Protection Standards	IP54, 55				
Dust & Water*3	IP54, 55				

\*3 To meet MIL-810 and IP grade, audio accessory connector must be covered.

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KENWOOD Communications  
Global Website




comms.kenwood.com



ISO9001 Registered  
Communications Systems Division  
JVCKENWOOD Corporation

01 8776 50 220707

**VENDOR:** \_\_\_\_\_ **Mobile radios with parts and accessories**

Item No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price - Each	Item Total Cost
1	<b>ICOM IF-F1000 Series Radio with 2400mAh Li-Ion Battery, Desktop charger, Antenna, and Belt Clip.</b>	<i>Kenwood NX1200 2024</i>	500	<i>\$ 179.00</i> -	<i>\$ 89,500.00</i> -
2	<b>Replacement Battery</b>		200	<i>\$ 47.50</i> -	<i>\$ 9,500.00</i> -
<b>Total Bid Cost</b>					<i>\$ 99,000.00</i>

**Bid will be awarded to the lowest overall total bid for all items.**

**All item numbers shall be available to purchase seperately on an as needed basis.**

CONTRACT MANAGER: *Alka C Holder*  
 TELEPHONE NUMBER: *304-546-3443*  
 FAX NUMBER: \_\_\_\_\_  
 E-MAIL ADDRESS: *Wencommunications@gmail.com*

REQUEST FOR QUOTATION  
VHF Handheld Two-Way Radios and Batteries

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), Department of Transportation Equipment Division to establish an open end contract for a VHF Handheld Two-Way Radios and Batteries ICOM IF-F1000 series Or Equal.
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” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“WVDOH”** means West Virginia Division of Highways.
  - 2.5 **“dB”** means decibels.
  - 2.6 **“KHz”** means Kilohertz.
  - 2.7 **“SINAD”** means signal to noise distortion.
  - 2.8 **“VHF”** means very high frequency.
  - 2.9 **“PPM”** means parts per million.
  - 2.10 **”MHz”** means megahertz.
  - 2.11 **“Ohms”** means a standard of electrical resistance.
  - 2.12 **“DC”** means direct current.
  - 2.13 **“V”** means volts.
  - 2.14 **“Li-ion”** means lithium ion.
  - 2.15 **“OZ”** means ounce.

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2.16 “IP67” means a standard for electrical enclosure ratings.

2.17 “MIL-STD” means military standards.

2.18 “uV” means a form of sensitivity rating.

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract items must meet or exceed the mandatory requirements as shown below.

**3.1.1 General.**

3.1.1.1 The unit specified herein and offered shall be manufactured on or after January 1, 2024, and will be clearly identified and marked with date of manufacture. Via serial number

3.1.1.2 Frequency range shall be VHF 136-174 MHz Meets Spec

3.1.1.3 Operating minimum voltage 7.5 V DC. Meets Spec

3.1.1.4 Frequency stability +/- 2.5 PPM. Meets spec

3.1.1.5 Channel spacing 12.5/25 kHz per channel. Meets spec

3.1.1.6 Antenna impedance 50ohm Meets spec

3.1.1.7 Maximum weight with 2400mAh Li-ion battery 11oz Meets spec

3.1.1.8 Battery 2400mAh Li-Ion minimum. According to enclosed Icom Brochure, radio no longer available with 2400mAh

3.1.1.9 Minimum 16 channel without display Exceeds - 64 channel

3.1.1.10 IP67; MIL-STD-810F complaint. Exception: IP 54155 wind driven rain certification

3.1.1.11 Unit must be programmable with a personal computer. Meets spec



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**3.1.2 Transmitter**

- 3.1.2.1 Output power VHF 5/2/1 watt. Meets spec
- 3.1.2.2 Spurious emissions 70 dB. Meets spec
- 3.1.2.3 FM Hum and noise 40dB (12.5) , 46dB (25kHz) Meets spec
- 3.1.2.4 Audio distortion 1.5% maximum 12.5kHz. Meets spec
- 3.1.2.5 3-conductor external microphone connector. Meets spec

**3.1.3 Receiver**

- 3.1.3.1 Sensitivity .25uV 12db SINAD. Meets spec
- 3.1.3.2 Spurious response rejection 70dB. Meets spec
- 3.1.3.3 Intermodulation rejection 74dB. Meets spec
- 3.1.3.4 FM Hum and Noise 40dB. Meets Spec

**3.1.4 Accessories**

- 3.1.4.1 2400mAh Li-Ion battery, desktop charger, antenna and belt clip will be supplied with every radio. According to enclosed Icom Brochure, batter only 1100mAh and 1485mAh
- 3.1.4.2 Additional batteries shall be available to buy separately and shall be a minimum 7.2-volt lithium Ion. Meets spec

**3.1.5 Miscellaneous**

**3.1.5.1 Unspecified Accessories & Features:** All parts, equipment, accessories, material, design, and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished.

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All standard safety features, required by Federal and State Law, shall be included.

**3.2.1 Vendor Responsibility:**

**3.2.1.1** The vendor is responsible to furnish a VHF handheld radio that is properly engineered and that conforms to all and any laws governing such equipment.

**3.2.5 Warranty and Service Policy:**

**3.2.5.1** Standard manufacturer's warranty shall be supplied

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price on all 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 Pages:** Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should take estimated Quantity and multiply by unit price to get grand total. Vendor should complete the pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:

[John.e.estep@wv.gov](mailto:John.e.estep@wv.gov)

**5. ORDERING AND PAYMENT**

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**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may but is not required to accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. The vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within 10 working days after orders are received. Working day is defined as any weekday, Monday through Friday, excluding Federal and State Holidays.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain the approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Destination to WVDOH Equipment Division, 83 Brushy Fork Road Crossing, Buckhannon, WV 26201. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**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.

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**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 remedy shall be available to the 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.

**8. MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in Response to the solicitation unless a contract modification is approved in accordance with the provisions contained in this contract.

**8.2 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lincoln Agency, Inc 6748 Straight Fork  Hamlin WV 25523-900		<b>CONTACT NAME:</b> PHONE (A/C No. Ext): FAX (A/C No): E-MAIL: ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
<b>INSURED</b> DISCOUNT COMMUNICATIONS AND ELECTRONICS INC 514 Midway Rd  Alum Creek WV 25003		<b>INSURER A:</b> Encova Insurance Co 12372  <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	


**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y    N/A	WCP7005990	09/16/2023	09/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER <b>BROAD FORM</b> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

WV DIVISION ON HIGHWAYS 2019 WASHINGTON STREET EAST  Charleston WV 25305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**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 Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." 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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: March 6, 2024 by 10:00am

Submit Questions to: John Estep  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: john.w.estep@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 Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Revised 8/24/2023



**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

JOHN ESTEP

SOLICITATION NO.:

CRFQ 0803 DOT2400000072

BID OPENING DATE:

March 14, 2024

BID OPENING TIME:

1:30 PM

FAX NUMBER:

304-558-3970

**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 Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 14, 2024 @ 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. 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 Code of State Rules §148-1-6.6, 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 Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division 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 must 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: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](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 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](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 West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 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. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division 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 Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director 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 State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.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 West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia 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 Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division 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 West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. 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.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "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.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "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.

**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:** The Initial Contract Term will be for a period of (1) one year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to (3) three 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 months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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, Purchasing Division 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 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:

the contract will continue for \_\_\_\_\_ years;

the 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, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director 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 Purchasing Division Director, 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$ 1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** 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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. 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.

Liquidated Damages Are Not Included in this Contract.

**12. 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.

**13. 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.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. 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 and services through state designated credit cards.)

**16. 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.

**17. 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, included in the Contract, 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.

**18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director 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 Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. 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.

**22. 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.

**23. 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.

**24. 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 Purchasing Division 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 Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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 or Purchasing Division 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.

**27. 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 Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. 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.

**29. 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.

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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 West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia 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 Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division 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 West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1 e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director 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 this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a 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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**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. NO DEBT CERTIFICATION:** 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 a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division 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. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. 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
  2. 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 an 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.



**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Allen C Holder  
(Address) 514 Midway Rd, AlumCreek WV 25003  
(Phone Number) / (Fax Number) 304-546-3443  
(email address) Alkn@discountcommusa.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through WYOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Discount Communications and Electronics  
(Company)  
Allen C Holder  
(Signature of Authorized Representative)  
Allen C. Holder  
(Printed Name and Title of Authorized Representative) (Date)  
304-546-3443  
(Phone Number) (Fax Number)  
Allen@discountcommusa.com  
(Email Address)

REQUEST FOR QUOTATION  
VHF Handheld Two-Way Radios and Batteries

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), Department of Transportation Equipment Division to establish an open end contract for a VHF Handheld Two-Way Radios and Batteries ICOM IF-F1000 series Or Equal.
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”** or **“Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“WVDOH”** means West Virginia Division of Highways.
  - 2.5 **“dB”** means decibels.
  - 2.6 **“KHz”** means Kilohertz.
  - 2.7 **“SINAD”** means signal to noise distortion.
  - 2.8 **“VHF”** means very high frequency.
  - 2.9 **“PPM”** means parts per million.
  - 2.10 **“MHz”** means megahertz.
  - 2.11 **“Ohms”** means a standard of electrical resistance.
  - 2.12 **“DC”** means direct current.
  - 2.13 **“V”** means volts.
  - 2.14 **“Li-ion”** means lithium ion.
  - 2.15 **“OZ”** means ounce.

**REQUEST FOR QUOTATION**  
**VHF Handheld Two-Way Radios and Batteries**

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All standard safety features, required by Federal and State Law, shall be included.

**3.2.1 Vendor Responsibility:**

**3.2.1.1** The vendor is responsible to furnish a VHF handheld radio that is properly engineered and that conforms to all and any laws governing such equipment.

**3.2.5 Warranty and Service Policy:**

**3.2.5.1** Standard manufacturer's warranty shall be supplied

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price on all 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 Pages:** Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should take estimated Quantity and multiply by unit price to get grand total. Vendor should complete the pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:  
[John.e.estep@wv.gov](mailto:John.e.estep@wv.gov).

**5. ORDERING AND PAYMENT**

**REQUEST FOR QUOTATION**  
**VHF Handheld Two-Way Radios and Batteries**

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**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may but is not required to accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. The vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within 10 working days after orders are received. Working day is defined as any weekday, Monday through Friday, excluding Federal and State Holidays.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain the approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Destination to **WVDOH Equipment Division, 83 Brushy Fork Road Crossing, Buckhannon, WV 26201**. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**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.

REQUEST FOR QUOTATION  
VHF Handheld Two-Way Radios and Batteries

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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 remedy shall be available to the 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.

**8. MISCELLANEOUS:**

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in Response to the solicitation unless a contract modification is approved in accordance with the provisions contained in this contract.

8.2 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.3 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Allen C Holder  
**Telephone Number:** 304-546-3443  
**Fax Number:** \_\_\_\_\_  
**Email Address:** Allen@discountcomm.usg.com



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

State of West Virginia  
 Centralized Request for Quote  
 Miscellaneous

<b>Proc Folder:</b> 1372999			<b>Reason for Modification:</b>
<b>Doc Description:</b> Hand held two-way radios & batteries 7024C013			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-02-27	2024-03-14 13:30	CRFQ 0803 DOT2400000072	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** Discount Communications and Electronics

**Address :**

**Street :** 544 Midway Road


**City :** Alum Creek

**State :** West Virginia **Country :** USA **Zip :** 25003

**Principal Contact :** Allen C Holder

**Vendor Contact Phone:** 304-546-3443 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

Vendor Signature X 

FEIN# 84-2847174

DATE 03/14/2024

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION****REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), Department of Transportation Equipment Division to establish an open end contract for a VHF Handheld Two-Way Radios and Batteries ICOM IF-F1000 series Or Equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

**INVOICE TO****SHIP TO**

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION RT 33  
83 BRUSHY ROAD  
CROSSING, PO BOX 610  
BUCKHANNON WV  
US

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION  
83 BRUSHY FORK RD  
CROSSING  
BUCKHANNON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	radio, battery, desktop charger, antenna, belt clip kit	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43191510			

**Extended Description:**

radio, battery, desktop charger, antenna, belt clip kit

**INVOICE TO****SHIP TO**

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION RT 33  
83 BRUSHY ROAD  
CROSSING, PO BOX 610  
BUCKHANNON WV  
US

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION  
83 BRUSHY FORK RD  
CROSSING  
BUCKHANNON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	replacement battery	200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26111701			

**Extended Description:**

replacement battery

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Question due by 10:00am	2024-03-06



	Document Phase	Document Description	Page
DOT2400000072	Final	Hand held two-way radios & batteries 7024C013	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Centralized Request for Quote  
 Miscellaneous

<b>Proc Folder:</b> 1372999		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Addendum No_1 Hand held two-way radios & batteries 7024C01		ADDENDUM NO_1 Vendor Questions and responses	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-03-08	2024-03-14 13:30	CRFQ 0803 DOT2400000072	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** Discount Communications and Electronics

**Address :**

**Street :** 514 Midway Road

**City :** Alum Creek

**State :** West Virginia **Country :** USA **Zip :** 25003

**Principal Contact :**

**Vendor Contact Phone:** 304-546-3443 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** **FEIN#** 84-2847174 **DATE**

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION****ADDENDUM NO\_1**

Addendum No\_1 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), Department of Transportation Equipment Division to establish an open end contract for a VHF Handheld Two-Way Radios and Batteries ICOM IF-F1000 series Or Equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

**INVOICE TO****SHIP TO**

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION RT 33  
83 BRUSHY ROAD  
CROSSING, PO BOX 610  
BUCKHANNON WV  
US

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION  
83 BRUSHY FORK RD  
CROSSING  
BUCKHANNON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	radio, battery, desktop charger, antenna, belt clip kit	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43191510			

**Extended Description:**

radio, battery, desktop charger, antenna, belt clip kit

**INVOICE TO****SHIP TO**

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION RT 33  
83 BRUSHY ROAD  
CROSSING, PO BOX 610  
BUCKHANNON WV  
US

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION  
83 BRUSHY FORK RD  
CROSSING  
BUCKHANNON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	replacement battery	200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26111701			

**Extended Description:**

replacement battery

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Tech Question due by 10:00am	2024-03-06

# SOLICITATION NUMBER: CRFQ DOT2400000072

## Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2400000072 (“Solicitation”) to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

### Additional Documentation:

Bid Opening Remains 03/14/2024 at 1:30pm

### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

**CRFQ DOT2400000072  
ADDENDUM NO. 1**

**Questions:**

**Q1: Will you please confirm that the radio being requested, F1000 is the model that does not have a display and keypad?**

**A1:** The Model does not have a display or keypad.

**Q2: What is the exact VHF frequency range that the antenna will need to cover?**

**A2:** VHF 136-174 MHz

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2400000072**

**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 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.

Discount Communications and Electronics  
Company

Al C. Hor

Authorized Signature

03/14/2024

Date

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