

VEZ DOR

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

Electronic Services INC

Winfield, WV 25213

PO Box 474

Request for Quotation

FOR09002

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF TRANK WHITTAKER

804-558-2316

DIVISION OF FORESTRY

BUILDING 13 4720 BRENDA LANE CHARLESTON, WV

25312

558-2788

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **6. BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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RFQ COPY
TYPE NAME/ADDRESS HERE
Electronic Services Inc

8800 State Route 34
P.O. Box 474
Winfield, WV 25213
www.wvesi.com

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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER B04-558-2316

TYPE Elec

VENDOR

RFQ COPY TYPE NAME/ADDRESS HERE

Electronic Services Inc. 8800 State Route 34 P.O. Box 474 Winfield, WV 25213 DIVISION OF FORESTRY

BUILDING 13 4720 BRENDA LANE CHARLESTON, WV 25312

558-2788

www.wvesi.com

www.wvesi.com				
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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER 804-558-2316

RFQ COPY TYPE NAME/ADDRESS HERE

Electronic Services Inc. 8800 State Route 34 P.O. Box 474 Winfield, WV 25213 www.wyesi.com DIVISION OF FORESTRY

BUILDING 13 † 4720 BRENDA LANE CHARLESTON, WV

25312 558-2788

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHT TERMS FOB 10/28/2008 BID OPENING DATE: 11/12/2008 BID OPENING TIME LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR. EXHIBIT 4 LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER .. REV. 3/88 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 SEE REVERSE SIDE FOR TERMS AND CONDITIONS ADDRESS CHANGES TO BE NOTED ABOVE



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

Request for Quotation

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FRANK WHITTAKER 304-558-2316

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Electronic Services Inc. 8800 State Route 34 P.O. Box 474 Winfield, WV 25213 www.wvesi.com DIVISION OF FORESTRY

BUILDING 13 7 4720 BRENDA LANE 8 CHARLESTON, WV

25312 558-2788

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

Request for REQUIRER Quotation

FOR09002

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ADDRESS CORRESPONDENCE TO ATTENTION OF FRANK WHITTAKER 804-558-2316

DIVISION OF FORESTRY

BUILDING 13 4720 BRENDA LANE CHARLESTON, WV 25312

558-2788

RFQ COPY TYPE NAME/ADDRESS HERE Electronic Services Inc.

8800 State Route 34 P O. Box 474 Winfield, WV 25213

www.wvesi.com

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REQUIRED: RADIO MUST BE COMPLETELY COMPATIBLE WITH EXISTING AGENCY BENDIX KING HANDHELD RADIOS, MODEL #DPHX5102X NOTE: ANY BID SPECIFYING AN ALTERNATIVE RADIO MUST INCLUDE SPECIFICATIONS ON THE RADIO

ANY VENDOR BIDDING ALTERNATIVE RADIOS WILL BE **REQUIRED** TO DEMONSTRATE FULL COMPATIBILITY ON-SITE TO AGENCY PERSONNEL

Radio must be completely field programmable with keypad for simplified programming

REQUIRED: Radio must be capable of cloning to or from existing portable radio models GPH, GMH EPH, and LPH

Radio must have one-line alpha-numeric display

Radio must have 'FLASH' technology

REQUIRED: Radio must have true digital-analog mixed mode operations

REQUIRED: Minimum 400 channels, 25 users groups with 16 channels per group

REQUIRED: Minimum 136-174 MHz VHF frequency range

Radio must have 15-50 watts programmable power in either standard dash-mount or remote-mount configurations

REQUIRED: Radio must meet all APCO P25 requirements

Radio must have availability of OTAR option (option to be purchased separately and not included in the price of bid)

Radio must have availability of DES/AES Encryption (option to be purchased separately and not included in the price of bid)

Radio must have unit-to-unit calls with auto-callback

Radio must have channel and priority scan, talkback scan

REQUIRED: Radio must have a weatherproof design

REQUIRED: Radios must have a one-year warranty with the option to purchase an additional warranty

REQUIRED: Radio must meet MIL-STD 810 and NIFC fire certification specifications

REQUIRED: Radio must be FCC compliant at time of bid submission

REQUIRED: Radios must be accompanied by all required vehicle installation hardware (mounts, wires, antennas)

09-FOR-002 MOBILE RADIO - BID FORM					
	* Estimated				
	Purchase				
Description	Quantity	** Price per unit	Extended Price		
Bendix King Model DMH Mobile Radio		1510 98	20-10-30		
(or equal - specify brand and model)	135	1519	205.197		
Desktop microphone for the above	8	12672	10/374		
16 key microphone for the above	127	1270	15925		
TOTAL 222,136 00					
		r Information			
Name: Electronic Services Inc.					
Address:					
	POBOX 474 winfield, W 25213				
Phone #:	304 586 00 24				
E-mail Address:	WVES	I'C AOL.C	om		
Website:	WVE	SI. Com			
			are placed and the second		
Contract Coordinator Information					
Name: AATON McCallister					
Address: PO RX 474					
winfeld w 25213					
Phone #: 304 586 0024					
E-mail Address: UVEST & POL. Com					
* Quantities are estimated usage for bidding purposes and bidder's information.					
** Delivery is to be included in the price of the items listed on this form. Standard 30 day delivery required.					

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1 /2 —	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3,	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years
requiren	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sted from any unpaid balance on the contract or purchase order.
authorize the requi	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true urate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:_	Apron McCallistar signed.
Date:	10-31-08 Title: Own = 5

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



STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated

Vendor's Name: Electronic Sen	rvc-s Inc	
		1/31 00
Authorized Signature	Date:	10-31-08



Electronic Services Inc.

8800 Rt.34 P.O. Box 474 Winfield, Wv 25213 304-586-0024 Fax: 425-969-9722 WWW.WVESI.COM WV Contractor License # WV042278

Quote #:	180
Quote Date:	10/31/2008
Page:	1
Customer #:	988

Quoted To:		
Division of Forestry		
Building 13		
4720 Brenda Lane		
Charleston, WV 25312		
US		

Valid Through: 11/30/2008

				·		
Phone: 304-55	8-2316 Cu	Cust PO:		Terms:		
Reference: RFQ# FOR09002 Ship Via:		Salespers	Salesperson: Aaron			
Stock Code	Description		Quantity	Price	Extended	
DMH5992X	BK Radio - 136-174 MHz,	400 Channels dash mount	135.00	1,519.98	205,197.30	
LAA0258	BK Radio - Low Profile De	sktop Microphone	8.00	126.72	1,013.76	
LAA0290	BK Radio - Handheld Prog	ramming Microphone	127.00	125.40	15,925.80	

*** 10/31/2008 09:56 am ***

RFQ #FOR09002

SubTotal:	222,136.86
Tax:	0.00
Shipping:	0.00
Total:	222,136.86