



DBA: Black Bear Paging, Black Bear Net, Absolute Computers, Repeaters, & Portapage 10057 Emerson Avenue
Parkersburg, WV 26104

(304)464-5670 **Phone** 

(304)464-4146 Fax

1-866-854-2888 **Toll-Free** 

Jan. 25, 2010

To Whom It May Concern:

Enclosed please find my response to RFQ #7010C006. I am including two separate responses. One for the Vertex product as specified in the bid and one for an alternative by Icom, which you may find acceptable.

In regard to the Delivery Regulations Section that requests that the vendor maintain an adequate stock to supply the needs of the WV Div. of Highways, no quantity values are provided for in the bid. Without having an idea of the quantities expected to be purchased, I cannot positively guarantee compliance. However, I have spoken with the vendors of the products and generally speaking shipments can be made within the time frames required, so I do not anticipate an issue with compliance to that section of the bid.

As always, thank you for the opportunity.

Sincerely,

Typital Padgett
Crystal Padgett

Northern Regional Sales Manager

**Enclosure** 

RECEIVED

2010 JAN 26 PH 1:36

WV PURCHASING DIVISION



## Request for Quotation

7010C006

PAGE

ADDRE	SS CORRESPO	INDENCE TO ATTENTION OF
MICHAEL		
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RFQ COPY
Lloyd's Elect

Lloyd's Electronics
Black Bear Paging & Internet
10057 Emerson Ave.
Parkersburg, WV 26104

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV
26201 304-4

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
- 14. 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. 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 material, 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.

#### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



## Request for \_\_\_\_\_\_REQNUMBER Quotation

7010C006

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

RFQ COPY **Lloyd's Electronics** Black Bear Paging & Internet 10057 Emerson Ave. Parkersburg, WV 26104

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201

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JOSEMS

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

## Request for Quotation

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B FREIGHT TERMS

7010C006

PAGE 3

ADDRESS CORRESPONDENCE TO ATTENTION OF MICHAEL AUSTIN
304-558-2402

RFQ COPY

Lloyd's Electronics Black Bear Paging & Internet 10057 Emerson Ave. Parkersburg, WV 26104 DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV
26201 304-4

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## Request for Quotation

7010C006

MICHAEL AUSTIN

304-558-2402

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Lloyd's Electronics Black Bear Paging & Internet 10057 Emerson Ave. Parkersburg, WV 26104

DIVISION OF HIGHWAYS **EQUIPMENT DIVISION** ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201 304-472-1750

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DATE PRINTED

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

TERMS OF SALE

## Request for Quotation

7010C006

PAGE 5

FREIGHT TERMS

MICHAEL AUSTIN
304-558-2402

07 A T O

SHIP VIA

Lloyd's Electronics Black Bear Paging & Internet 10057 Emerson Ave. Parkersburg, WV 26104

RFO COPY

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV
26201 304-472-1750

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01/12/2010 BID OPENING DATE: 01/27/2010 BID OPENING TIME 01:30PM ITEM NUMBER TINE QUANTITY UOP UNITPRICE AMOUNT. WITH THE BID. REV. 09/21/2009 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 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID SEE REVERSE SIDE FOR TERMS AND CONDITIONS ADDRESS CHANGES TO BE NOTED ABOVE 55-0724815

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



## Request for BEGINUMBER Quotation

7010C006

::ADDRESS:CORRESPONDENCE:TO:ATTENTION OF MICHAEL AUSTIN 304-558-2402

RFQ COPY

Lloyd's Electronics Black Bear Paging & Internet 10057 Emerson Ave. Parkersburg, WV 26104

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201

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## SPECIFICATIONS FOR HANDHELD 2-WAY RADIOS

MIL-STD 810 C/D/E

BUILT TO MEET OR EXCEED THE REQUIREMENTS OF THE U.S. MIL-STD 810 STANDARDS.

16 CHANNELS MINIMUM

CTCSS/DCS ENCODE + DECODE

TX & RX BATTERY SAVER CIRCUIT

PC PROGRAMMING

RADIO TO RADIO CLONE FEATURE

## MINIMUM GENERAL SPECIFICATIONS

FEQUENCY RANGE

134 - 174 MHz (A)

NUMBER OF CHANNELS

**16 CHANNELS** 

**CHANNEL SPACING** 

12.5/20/25 kHz

PLL STEPS

2.5/6.25 kHz

BATTERY CAPACITY (

w/FNB-V104LI

2000 MaH

**OPERATING TEMPERATURE RANGE** 

-22 degree F to +140 degree F (-30 degree C to +60 degree C)

FREQUENCY STABILITY

<u>+</u>2.5 ppm

## MINIMUM RECEIVER SPECIFICATIONS

Measurements made per EIA Standard TIA/EIA-603

**SENSITIVITY** 

EIA 12 dB SINAD .25 uV

ADJACENT CHANNEL SELECTIVITY 65 dB (25 kHz)/60 dB (12.5 kHz)

INTERMODULATION 65 dB

SPURIOUS AND IMAGE REJECTION 65 dB

AUDIO OUTPUT 500 Mw @ 4 Ohms, 5% THD

## MINIMUM TRANSMITTER SPECIFICATIONS

Measurements made per EIA standard TIA/EIA-603

POWER OUTPUT 5/1 w

MODULATION 160K0F3E, 11K0F3E

CONDUCTED SPURIOUS EMISSIONS 65 Db Below Carrier

FM HUM & NOISE 45 Db (25kHz) 40 dB (12,5 kHz)

AUDIO DISTORTION <3% @ 1KhZ

COST - Handheld 2-way Radios

Vertex VX-231V without battery \$ 15800 ea. (Programmed)

Drop in rapid chargers Vertex Vac-300B  $\frac{500}{2500}$  ea.

Battery Vertex V104LI \$ 50\overline{\pi}{2} ea.

## ORDERING INFORMATION

Orders from the WVDOH, Equipment Division may be placed by telephone and/or facsimile.

## DELIVERY REGULATIONS

Vendor must guarantee that he will maintain in his warehouse adequate stock to supply the needs of the WV Division of Highways at all times. ORDERS MUST NOT BE HELD BY THE VENDOR UNTIL A MAXIMUM ORDER POINT HAS BEEN REACHED. ORDERS SHOULD BE SHIPED IN A MAXIMUM OF THREE (3) WORKING DAYS OR THE WV DIVISION OF HIGHWAYS COMMUNICATIONS SUPERVISOR MAY GO OFF CONTRACT TO PURCHASE THE PARTS ON THE OPEN MARKET AFTER 5 DAYS WITH THE APPROVAL OF THE EQUIPMENT DIVISION DIRECTOR. ALL OPEN MARKET PURCHASES MUST BE MADE IN ACCORDANCE WITH THE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION REGULATIONS.

A restocking charge can only be attached by the vendor with prior mutual consent.

All deliveries of merchandise and/or shipping documents at the Equipment Division must be properly marked on the outside of the carton showing the WV Division of Highways Purchase Order Number. Any material delivered without this information on the outside of cartons or documents will be returned to shipper at shipper expense.

## METHOD OF PAYMENT

Purchasing Card Acceptance; The State of West Virginia currently utilizes a Visa Purchasing Card program which is issued through a local bank. The successful Vendor must accept the State of West Virginia Visa Purchasing Card for payment of all orders placed by the West Virginia Division of Highways, Equipment Division, Buckhannon, WV as a condition of award.

For a WVDOT Purchasing Card Purchase, vendor must provide a credit receipt, sales, receipt, or cash register receipt. Vendor is not to charge until items are shipped.

Send receipts to: WV Division of Highways - Equipment Division

P.O. Box 610

Buckhannon, WV 26201 Attention: Dirk Burnside

## 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.

DIVISIO	i will make the determination of the Resident vehiclo Preference, if applicable.
1. V	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,
6.	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.
require against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments 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 cted from any unpaid balance on the contract or purchase order.
authoriz	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and test the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate as during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
_	
	Lloyd's Electronics Signed: Cryptal Padgett  1-25-10 Title: Northern Regional Jales Mgr.

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

RFO	No	7010C004 <sub>1.1</sub>	ı
171.75	tvo.		•

## STATE OF WEST VIRGINIA Purchasing Division

## Purchasing Affidavit

West Virginia Code §5A-3-10a states: 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.

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGN	IATURE			
Vendor's Name: L10yd's	Electronics.			
Authorized Signature:	al Padoutt	Date: _	1-25-10	
State of				
County of NOCO	, to-wit:			
Taken, subscribed, and sworn to b		Jan.	. 20 <i>10</i> .	
My Commission expires	<u> </u>	20 <u> </u>		
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# VX-230 Series

VHF/UHF Portable Radios

SPECIFICATION SHEET

# Compact Radio with Long-Lasting Li-Ion Battery

The Vertex Standard VX-231 provides wider band coverage, more signaling features and improved ergonomics\* that adds up to a better return on your investment.

## Improved Portability

A radio that won't get in the way, the VX-231 is more compact and lightweight than the VX-160 series. A radio that is easier to carry with you on the job.

### More Battery Power

Designed to use powerful Li-lon battery technology for longer battery life. Includes a 1150 mAh battery providing 9 hours of operation with the battery saver enabled.

#### Wide Band Coverage for Added Value

One radio designed to cover the full band in the VHF and upper range of the UHF bands, which provides expanded options in frequencies to use.

### More Scanning Options

While many radios provide I or 2 scanning options, the VX-23I radio gives you 4 additional scanning options for greater convenience and flexibility for the way you need your radios to perform. Options include: Priority, Dual Watch, Follow Me and Talk Around scan.

## Exclusive Auto-Range Transponding System - ARTS™

Only Vertex Standard radios are designed to inform you when you and another ARTS<sup>TM</sup>-equipped station are within communication range. If out of range for more than 2 minutes, your radio senses no signal has been received and beeps to alert you. The base station can then alert the field unit to move back in range. A great solution to keep your workers coordinated.

\*Compared to VX-160 series.



#### The Vertex Standard Difference

Our number one goal is achieving superior customer satisfaction by delivering products and services that exceed your expectations. Vertex Standard radios are built to last and are backed by an industry-leading 3 year warranty — another great reason to choose Vertex Standard. Ask your Dealer for more details.

