



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

# Request for Quotation

RFQ NUMBER
DPS1117

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RODNEY

\*709053614 01 304-252-1918  
 HSC INDUSTRIAL  
 300 RURAL ACRES DR  
 BECKLEY WV 25801-3041

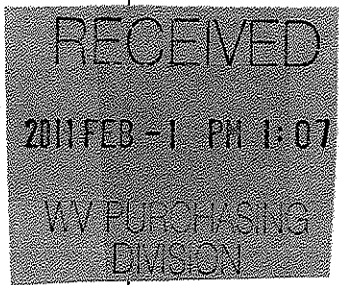
SHIP TO

WEST VIRGINIA STATE POLICE  
 4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141

DATE PRINTED 12/23/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 02/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		725-74		
INTEROPERABILITY GATEWAY DEVICES						
OPEN-END CONTRACT						
INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 01/13/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:  TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305  FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-252-1918
TITLE Com. Manager	DATE 1-30-11
FEIN 550652642	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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](http://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).



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 BECKLEY WV 25801-3041

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12/23/2010				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-252-1918	1-30-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Loan Manager	550652642	

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<p>THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-252-1918	1-30-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Comm Manager	550652642	

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<p>IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 4</p> <p>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 VIRGINIA. 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.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-252-1918	DATE 1-30-11
TITLE Comm. Manager	FEIN 550652692	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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 BUYER:-----TL/32----- RFQ. NO.:-----DPS1117----- BID OPENING DATE:-----02/01/2011----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304-252-6411----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----Steven Dinkler-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-252-1918	DATE 1-30-11
TITLE Comm. Manager	FEIN 550652642	ADDRESS CHANGES TO BE NOTED ABOVE

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**TARA LYLE**  
**304-558-2544**

VENDOR

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**HSC INDUSTRIAL**  
**300 RURAL ACRES DR**  
  
**BECKLEY WV 25801-3041**

SHIP TO

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**SOUTH CHARLESTON, WV**  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/23/2010				

BID OPENING DATE: **02/01/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DPS1117 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>304-252-1918</b>	DATE <b>1-30-11</b>
TITLE <i>[Signature]</i>	FEIN <b>550652642</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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## Radio Interoperability Gateway Device Specifications

The West Virginia State Police desires to establish an open-end contract for the purchase of Interoperability Gateway Devices that will allow existing, disparate communications systems to interface with each other.

The contract shall be available for use by the WV Natural Resources Police and all other entities of state government, as well as counties and municipalities as this will assist in the State's Interoperable Radio Communications.

Response to this RFQ should be in the same format as this RFQ, and respondent should designate their compliance to each item by selecting "Yes" or "No" as applicable, and shall utilize the attached "Price Quotation Sheet" for listing their costs quoted for each item listed. This will be awarded to the vendor with the lowest bid meeting the specifications.

**All items contained within these specs are mandatory.**

	Comply?	
	<u>Yes</u>	<u>NO</u>
<b>1. General Device Specifications (Applicable to all device configurations).</b>		
1.1. The device will include built-in voice prompts to guide users in the operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2. The device will be completely modular interconnect system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3. The device shall interface to the following radio types:		
1.3.1. HF Radios.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3.2. Narrow band radios to wide band radios.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3.3. Analog channels to digital channels.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3.4. Low band VHF radios to high band VHF and UHF radios.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3.5. Conventional channels to trunking talk groups on:		
1.3.5.1. Smart Net radios.	<input checked="" type="checkbox"/>	<input type="checkbox"/>



		<b>Comply?</b>	
		<b><u>Yes</u></b>	<b><u>NO</u></b>
1.3.5.2.	Smart Zone radios.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3.5.3.	EDACS radios.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3.5.4.	LTR radios.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3.5.5.	APCO 25 radios.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3.5.6.	Tetra radios.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.3.5.7.	MPT-1327 radios.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.4.	Cross connect any radio listed above with any other radio listed above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.5.	It shall also cross-connect multiple diverse encrypted radio networks together seamlessly.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.6.	The Device will be capable of interfacing to:		
1.6.1.	Any type of two way communications radio.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.6.2.	Any public telephone network.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.6.3.	Private access branch exchanges.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.6.4.	SATCOM terminals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.6.5.	Cellular circuits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.6.6.	NEXTEL circuits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.7.	The interoperability device will have:		
1.7.1.	Local keypad control.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.7.2.	Microphone input.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.7.3.	Headphone/speaker output via its front panel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Comply?	
	<u>Yes</u>	<u>NO</u>
1.8. The interoperability device will be capable of remote DTMF control of cross-connects:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.8.1. Over RF links.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.8.2. Over Phone circuits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.8.3. Over PBX circuits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.8.4. Over Cellular circuits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9. The device will also use a Windows-based software control package.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.1. Minimum Windows Operating System compatibility shall be XP.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.2. Provide a user-friendly GUI (Graphic User Interface).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.2.1. Depict the system operation and allow programming of system features.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.3. Shall include RS-232 serial remote control.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.4. Shall allow connecting and disconnecting of any interoperability channel with any other interoperability channel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.5. Shall permit programming of all radio interface features.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.6. Shall permit programming of all phone interface features.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.7. Shall permit programming of all SATCOM interface features.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.8. Shall permit programming of all NEXTEL interface features.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

		<b>Comply?</b>	
		<u>Yes</u>	<u>NO</u>
1.9.9.	This software shall:		
1.9.9.1.	Keep a historic log of all interoperability transactions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.9.1.1.	Referenced to time of day.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.9.2.	Permit password protection of all critical features.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.9.3.	Allow priority access and rejection relative to individual passwords.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.9.4.	Provide the ability to program and store specific interoperability response combinations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.9.5.	Allow quick and easy all-call broadcast of emergency messages over all channels simultaneously.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.9.9.6.	Provide for monitoring of any combination of interoperability channels by any other channel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.10.	The device shall employ a sophisticated DSP algorithm on each radio interface that will detect speech spectrum in heavy receiver noise to key cross-connected radios reliably without COR signals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.11.	The device shall employ a DSP-based adaptive hybrid to produce dynamically adjusted nulls of 45dB at every audio frequency on telephone interfaces.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.12.	The device shall also provide a reliable DSP VOX algorithm to keys radios from voice signals received remotely over phone, SATCOM and cellular circuits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

		<b>Comply?</b>	
		<u>Yes</u>	<u>NO</u>
1.13.	The device shall use digital delay to guarantee no lost syllables resulting from channel acquisition times when cross-connecting trunking radios.	<u>✓</u>	<u>    </u>
1.14.	The device shall perform either as an unmanned gateway or as a manned gateway while providing interoperability over multiple radios.	<u>✓</u>	<u>    </u>
1.15.	The device public telephone interface feature shall be designed to permit incident commanders to participate in problem management of an interoperability solution when not on scene.	<u>✓</u>	<u>    </u>
1.16.	The device shall allow the interconnection of multiple radios at one site with multiple radios at another site by networking together two or more interoperability devices simultaneously.	<u>✓</u>	<u>    </u>
1.17.	The device must have the capability to connect, program, monitor and control disparate radio systems locally and over an internet protocol (IP) network using network RoIP/VoIP talkpaths.	<u>✓</u>	<u>    </u>
<b>2. Tier 1</b>			
2.1.	Must provide cross-connections within the chassis controlled by the modules.	<u>✓</u>	<u>    </u>
2.2.	Must provide local control and monitoring.	<u>✓</u>	<u>    </u>
2.2.1.	Will have up to 12 interface modules that can be installed as needed to link devices.	<u>✓</u>	<u>    </u>

		<b>Comply?</b>	
		<u>Yes</u>	<u>NO</u>
2.3.	The local system must have the capability to be interfaced via an IP network with software control programs, remote radios, SIP devices, and other Local Interoperability Systems.	<u>✓</u>	<u>    </u>
2.4.	Must provide SIP interface capabilities.	<u>✓</u>	<u>    </u>
2.4.1.	Must provide multiple radio interfaces to a SIP PBX or other SIP based server platform.	<u>✓</u>	<u>    </u>
2.5.	Must have the ability to be connected, monitored and controlled over an IP network.	<u>✓</u>	<u>    </u>
2.6.	Must provide three different methods of operation for system redundancy and must be neither computer nor network dependent for its local operation.	<u>✓</u>	<u>    </u>
2.7.	The supplied software computer GUI must provide radio interface templates for supported devices and it must be capable of connecting to and being controlled by a WAIS.	<u>✓</u>	<u>    </u>
<b>3. Tier 2</b>			
3.1.	Must provide for full system status and control from a PC, locally or remotely over an Ethernet network.	<u>✓</u>	<u>    </u>
3.2.	Must be a modular interoperability system employing proven radio over IP (RoIP) technology	<u>✓</u>	<u>    </u>
3.3.	Shall have sophisticated DSP algorithms provide adaptive hybrid, VOX, VMR (voice modulation recognition), noise reduction, audio delay.	<u>✓</u>	<u>    </u>

		<b>Comply?</b>	
		<u>Yes</u>	<u>NO</u>
3.4.	Must have radio templates for supported devices simplify and speed system setup.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.5.	Must have the ability to connect to a Wide Area Interoperability System (WAIS) using the WAIS Controller.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.6.	Must be easily deployed in tactical, transportable, fixed, and mobile applications as required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.7.	Must be modular, completely scalable, and field configurable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.7.1.	Must be expandable to at least 24 interface units	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.8.	Must provide three different methods of operation for system redundancy and must be neither computer nor network dependent for its local operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.9.	The provided software computer GUI must provide radio interface templates for supported devices and it must be capable of connecting to and being controlled by a WAIS.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>4. Tier 3</b>			
4.1.	Must interconnect to 4 audio ports, 2 VoIP channels and a local operator connection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.2.	Must have simple, intuitive interface used for diagnostics, programming and feature control.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.3.	Must provide for optional network connectivity that can be controlled via WAIS Controller Software.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

		<b>Comply?</b>	
		<u>Yes</u>	<u>NO</u>
4.4.	Must provide internal pre-configured radio template library for all supported devices	✓	_____
4.5.	Must have the ability to be installed in:	✓	_____
4.5.1.	A vehicle.	✓	_____
4.5.2.	A standard electronic equipment rack.	✓	_____
4.5.3.	A Pelican type case.	✓	_____
4.6.	Must be capable of deriving power for operation from:		
4.6.1.	A 12 VDC battery.	✓	_____
4.6.2.	A vehicle +12 outlet.	✓	_____
4.6.3.	A Standard 60 Hz, 120 VAC outlet or connection.	✓	_____
4.7.	Must be completely scalable and field configurable to meet requirements.	✓	_____
4.8.	Must have an internal pre-configured radio template library for all supported devices.	✓	_____
4.9.	Must have:	✓	_____
4.9.1.	On-board and startup self-test diagnostics.	✓	_____
4.9.2.	Remote diagnostic capabilities.	✓	_____
4.9.3.	A water-resistant front panel with:	✓	_____
4.9.3.1.	Integrated keys and display to provide a standalone interface to the device in lieu of configuring and controlling by use of a PC.	✓	_____

		<b>Comply?</b>	
		<u>Yes</u>	<u>NO</u>
4.10.	Must provide local monitor functionality; voice prompts to indicate changes in connection status .	<u>✓</u>	<u>    </u>
<b>5. Tier 4</b>			
5.1.	Must provide five connections over three independent nets.	<u>✓</u>	<u>    </u>
5.2.	Device size must not exceed 6"X12"X12" excluding carrying case and auxiliary cables and must weigh less than 4lbs.	<u>✓</u>	<u>    </u>
5.3.	Must use Sophisticated DSP algorithms provide adaptive hybrid, VOX, VMR (voice modulation recognition), and noise reduction.	<u>✓</u>	<u>    </u>
5.4.	Must have a top cover display that provides visual indication of current system interconnection status.	<u>✓</u>	<u>    </u>
5.5.	The supplied controller software must be capable of full system status and control from a PC, locally or remotely over an Ethernet network.	<u>✓</u>	<u>    </u>
5.6.	Must provide three different methods of operation for system redundancy and must be neither computer nor network dependent for its local operation.	<u>✓</u>	<u>    </u>
5.7.	Must be a modular tactical interoperability system provided in a rugged design suitable for tactical and rapid deployment applications.	<u>✓</u>	<u>    </u>
5.8.	Must have a visible display on the top cover to provide visual indication of current system interconnection status.	<u>✓</u>	<u>    </u>



**Comply?**

5.9. Must provide full system status and control from a PC, locally or remotely over an Ethernet network.

Yes

✓

NO

\_\_\_\_\_

5.10. The supplied software GUI must provide radio interface templates for supported devices and it must be capable of connecting to and being controlled by a WAIS.

✓

\_\_\_\_\_

# Price Quotation Form

<u>Item</u>	<u>Price Each</u>	<u>Estimated Quantity</u>	<u>Total Price</u>
-------------	-------------------	---------------------------	--------------------

## 1. Tier 1 (Does not include installation)

1.1. Basic configuration includes:

5961-230000	1.1.1. Rack enclosure for up to 12 interface modules including power supply, CPU and user interface module with speaker, handset and DTMF keypad.	\$ <u>9,165.00</u>	<u>10</u>	\$ <u>91,650.00</u>
5961-838000	1.1.2. Five Radio interface modules.	\$ <del>7,250.00</del> <u>5,625.00</u>	<u>10</u>	\$ <del>72,500.00</del> <u>56,250.00</u>
5050-330000	1.1.3. One analog phone interface module for attaching analog phone lines or PBX's.	\$ <u>1,125.00</u>	<u>10</u>	\$ <u>11,250.00</u>
5061-330000	1.1.4. One SIP interface Module for interfacing a SIP PBX or SIP based server platform.	\$ <u>1,825.00</u>	<u>10</u>	\$ <u>18,250.00</u>
	1.1.5. Five Radio interface cables.	\$ <u>955.00</u>	<u>10</u>	\$ <u>9,550.00</u>
5961-838000	1.1.6. Spare Radio interface module each.	\$ <u>1,125.00</u>	<u>10</u>	\$ <u>11,250.00</u>
5951-833000	1.1.7. Spare power supply each.	\$ <u>867.00</u>	<u>10</u>	\$ <u>8,670.00</u>
5961-233000	1.1.8. Spare CPU module each.	\$ <u>4,367.00</u>	<u>10</u>	\$ <u>43,670.00</u>
5050-3300	1.1.9. Spare analog phone interface module each.	\$ <u>1,125.00</u>	<u>10</u>	\$ <u>11,250.00</u>
5061-330000	1.1.10. Spare SIP Interface Module each.	\$ <u>1,825.00</u>	<u>10</u>	\$ <u>18,250.00</u>
	1.1.11. Additional Radio interface cables each.	\$ <u>191.00</u>	<u>10</u>	\$ <u>1,910.00</u>
Sub-Total:				\$ <u>281,950.00</u>

# Price Quotation Form

<u>Item</u>	<u>Price Each</u>	<u>Estimated Quantity</u>	<u>Total Price</u>
<b>2. Tier 2 (Does not include installation)</b>			
2.1. Basic configuration includes:			
5961-220000 2.1.1. Rack enclosure for up to 12 interface modules including power supply, CPU and user interface module with speaker, handset and DTMF keypad.	\$ 6875. <sup>00</sup>	10	\$ 68,750. <sup>00</sup>
5961-818000 2.1.2. Five Radio interface modules.	\$ <del>1125.<sup>00</sup></del> 5625. <sup>00</sup>	10	\$ <del>11,250.<sup>00</sup></del> 56,250. <sup>00</sup>
5050-300000 2.1.3. One analog phone interface module for attaching analog phone lines or PBX's.	\$ 1,125. <sup>00</sup>	10	\$ 11,250. <sup>00</sup>
<del>5961-818000</del> 2.1.4. Five Radio interface cables.	\$ 955. <sup>00</sup>	10	\$ 9,550. <sup>00</sup>
5961-818000 2.1.5. Spare Radio interface module each.	\$ 1,125. <sup>00</sup>	10	\$ 11,250. <sup>00</sup>
5951-813000 2.1.6. Spare power supply each.	\$ 867. <sup>00</sup>	10	\$ 8,670. <sup>00</sup>
5961-213000 2.1.7. Spare CPU module each.	\$ 1,284. <sup>00</sup>	10	\$ 12,840. <sup>00</sup>
5050-300000 2.1.8. Spare analog phone interface module each.	\$ 1,125. <sup>00</sup>	10	\$ 11,250. <sup>00</sup>
2.1.9. Additional radio interface cables as required each.	\$ 191. <sup>00</sup>	10	\$ 1,910. <sup>00</sup>
Sub-Total:			\$ 191,720. <sup>00</sup>

# Price Quotation Form

<u>Item</u>	<u>Price Each</u>	<u>Estimated Quantity</u>	<u>Total Price</u>
<b>3. Tier 3 (Does not include installation)</b>			
3.1. Basic configuration includes:			
5060-119000 3.1.1. VoIP/Network-enabled interoperability device allowing four radio ports and two VoIP IP ports.	\$ <u>4,450.<sup>00</sup></u>	<u>10</u>	\$ <u>44,500.<sup>00</sup></u>
3.1.2. Four radio interface cables.	\$ <u>INL. IN Bundle</u>	<u>10</u>	\$ <u>INL. IN Bundle (3.1.1)</u>
3.1.3. Transportable Case with battery and charger.	\$ <u>INL. IN Bundle</u>	<u>10</u>	\$ <u>INL. IN Bundle (3.1.1)</u>
3.1.4. 110/220V power supply and AC/DC power cords.	\$ <u>INL. IN Bundle</u>	<u>10</u>	\$ <u>INL. IN Bundle (3.1.1)</u>
3.1.5. Additional radio interface cables as required each.	\$ <u>191.<sup>00</sup></u>	<u>10</u>	\$ <u>1,910.<sup>00</sup></u>
Sub-Total:			\$ <u>46,410.<sup>00</sup></u>

# Price Quotation Form

<u>Item</u>	<u>Price Each</u>	<u>Estimated Quantity</u>	<u>Total Price</u>
<b>4. Tier 4 (Does not include installation)</b>			
4.1. Basic configuration includes:			
5030-210000 4.1.1. Tactical interoperability device allowing five radio interface ports.	\$ <u>8,967.<sup>00</sup></u>	<u>10</u>	\$ <u>89,670.<sup>00</sup></u>
4.1.2. Five radio interface cables.	\$ <u>955.<sup>00</sup></u>	<u>10</u>	\$ <u>9,550.<sup>00</sup></u>
4.1.3. Transportable Case with battery, charger, power cables, manual and storage area for radio cables and accessories.	\$ <u>Incl. In (4.1.1) Bundle</u>	<u>10</u>	\$ <u>          </u>
5961-818000 4.1.4. Spare Radio interface module each.	\$ <u>1,125.<sup>00</sup></u>	<u>10</u>	\$ <u>11,250.<sup>00</sup></u>
5030-273000 4.1.5. Spare power supply each.	\$ <u>267.<sup>00</sup></u>	<u>10</u>	\$ <u>2,670.<sup>00</sup></u>
5961-213000 4.1.6. Spare CPU module each.	\$ <u>1,284.<sup>00</sup></u>	<u>10</u>	\$ <u>12,840.<sup>00</sup></u>
5050-300000 4.1.7. Spare analog phone interface module each.	\$ <u>1,125.<sup>00</sup></u>	<u>10</u>	\$ <u>11,250.<sup>00</sup></u>
4.1.8. Additional Radio interface cables as required each.	\$ <u>191.<sup>00</sup></u>	<u>10</u>	\$ <u>11,910.<sup>00</sup></u>
			\$ <u>149,140.<sup>00</sup></u>
	Sub-Total:		
	<b>GRAND TOTAL:</b>		\$ <u>669,220.<sup>00</sup></u>

RFQ No. DPS 1117

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 SIGNATURE**

Vendor's Name: Hughes Supply Co.

Authorized Signature: [Signature] Date: 1-31-11

State of WV

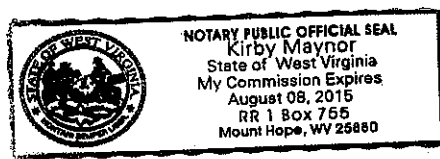
County of Ra, to-wit:

Taken, subscribed, and sworn to before me this 31 day of Jan, 2011.

My Commission expires 8-8, 2015.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]



# 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. **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.

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

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

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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



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

# Request for Quotation

RFQ NUMBER  
**DPS1117**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**TARA LYLE**  
**304-558-2544**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**WEST VIRGINIA STATE POLICE**

**4124 KANAWHA TURNPIKE**  
**SOUTH CHARLESTON, WV**  
**25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/19/2011				

BID OPENING DATE: **02/01/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM NO. 1.</b>  1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.  <b>EXHIBIT 10</b>  <b>REQUISITION NO.: DPS1117</b>  <b>ADDENDUM ACKNOWLEDGEMENT</b>  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  <b>ADDENDUM NO.'S:</b>  NO. 1 ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>304-252-1918</b>	DATE <b>1-30-11</b>
TITLE <b>Comm Manager</b>	FEIN <b>550652642</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



**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](http://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).



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

# Request for Quotation

RFQ NUMBER  
**DPS1117**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**TARA LYLE  
 304-558-2544**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**WEST VIRGINIA STATE POLICE**

**4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141**

DATE PRINTED <b>01/19/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>02/01/2011</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             .....            SIGNATURE    <i>Hughes Supply Co.</i>            .....            COMPANY    <i>1-30-11</i>            .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						
0001	1	EA		725-74		
INTEROPERABILITY GATEWAY DEVICES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE <i>304-252-1912</i>	DATE <i>1-30-11</i>
TITLE <i>Comm manager</i>	FEBN <i>55065 2642</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

## DPS1117

### Addendum No. 1

Q1: Does the state police have a specific brand or model # in mind?

A1: Raytheon or equal product. We will accept other brand names that meet or exceed the specifications in RFQ-DPS1117.