



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

Solicitation

NUMBER
7012C028

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

V E N D O R	RFQ COPY
	TYPE NAME/ADDRESS HERE
	<u>Lloyd's Electronics</u>

S H I P T O	DIVISION OF HIGHWAYS
	EQUIPMENT DIVISION
	ROUTE 33
	BRUSHY FORK ROAD
	BUCKHANNON, WV 26201
304-472-1750	

DATE PRINTED
07/26/2012

BID OPENING DATE: 08/08/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-74	\$ 496.00	\$ 198,400.00
LOW BAND DASH MOUNTED RADIOS						
OPEN-END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT TO FURNISH LOW BAND DASH MOUNTED RADIOS PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 7012C028 ***** TOTAL:						\$ 198,400.00



SIGNATURE	TELEPHONE 304-720-1562	DATE 8/21/12
TITLE SALES REPRESENTATIVE	FEIN 55-0724815	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 08/6/2012

Submit Questions to:

Alan Cummings
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304-558-3970
Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
 ☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: 08/08/2012 - 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on
award
and extends for a period of 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- ☐ **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - ☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- | | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- | | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- | | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- | | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- | | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- | | **Commercial General Liability Insurance:**
or more.

- | | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

- | |

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]

[]

[]

[]

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount _____ for n/a. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

46. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
50. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
 - ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: BEN HOFF

Contractor's License No. WV 007948

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires 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. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts will be governed by the AIA A101-2007 and A201-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor

- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
 - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

LOYD HOFF HOLDING CORP. DBA LLOYDS ELECTRONIC
(Company)


(Authorized Signature)

SALES REPRESENTATIVE
(Representative Name, Title)

304-720-1562
(Phone Number) (Fax Number)

8/21/12
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 7012C028

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

LLOYD HOFF HOLDING CORP. DBA LLOYD'S ELECTRONICS
 Company


 Authorized Signature

8-21-12
 Date

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

RFQ No.: 7012C028– Low Band Dash Mount Mobile Radios

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Division of Highways to establish an open-end contract for low band dash mount mobile radios.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Desired Item” or “Desired Items”** means the list of items identified in Section III, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as 7012C028.

3. GENERAL REQUIREMENTS:

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

3.1.1 Low Band Dash Mount Mobile Radio (“Radio”).

General – All Radios must:

- 3.1.1.1 have 32 channels or more.
- 3.1.1.2 have a frequency spread of 36.0 to 50.0 MHz
- 3.1.1.3 have a main body weight of 3.75 pounds or less.
- 3.1.1.4 be the most recent model available from the manufacturer that meets these requirements.

Radio Controls – All Radios must:

- 3.1.1.5 have a front microphone/program jack.

RFQ No.: 7012C028– Low Band Dash Mount Mobile Radios

- 3.1.1.6 have an alphanumeric display that permits 8 characters or more.
- 3.1.1.7 have a front mounted internal speaker.
- 3.1.1.8 have controls for scan, monitor, channel delete/add and channel select.
- 3.1.1.9 have capability for user addition of a talk-around button with programmable offset.
- 3.1.1.10 provide a means of memory backup to allow operation on the ignition switch without loss of selected channel.

Programming – All Radios must:

- 3.1.1.11 be programmable by PC, under Windows NT, 2000, XP and Vendor must provide the required software and twelve (12) interface cables for connecting Radios to a PC.
- 3.1.1.12 be pre-programmed to channels, frequencies, and other options designated by the Agency upon delivery.

Receiver – Receivers included with Radios must:

- 3.1.1.13 have a sensitivity of Sensitivity @ 12db EIA SINAD : .25uv or greater.
- 3.1.1.14 have selectivity of -75db or better
- 3.1.1.15 have intermodulation of -70db or better
- 3.1.1.16 have spurious rejection of -70db or better
- 3.1.1.17 have frequency spread : 12.0 MHz or greater
- 3.1.1.18 have audio output of 10 watts or more at 5% distortion or less.

RFQ No.: 7012C028– Low Band Dash Mount Mobile Radios

Transmitter – Transmitters included with Radios must:

3.1.1.19 have output power of 65 watts or greater.

3.1.1.20 have frequency stability of +/- 0.0005%.

3.1.1.21 have spurious and harmonics of -62db or better.

3.1.1.22 have FM noise of -45db or better.

3.1.1.23 have Audio Distortion of less than 3%.

3.1.1.24 have frequency separation of 12.0MHZ or better.

- 3.2 Warranty and Service Policy** - The manufacture's standard warranty or service policy shall to apply to each Radio. The warranty or service policy must be recognized at any authorized Radio dealer representing the manufacturer. It shall be the responsibility of the bidder to provide labor to repair or replace any defective replacement parts, components and materials found to be defective and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period.

The Radios shall be delivered with the manufacture's properly executed warranty or service policy.

- 3.3 Unspecified Accessories and Features** – Radios must be delivered with all parts and service manuals, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary, standard, or required by law in providing a complete Radio. Radios shall be furnished with each unit and shall conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All standard safety features required by federal and state law shall be included.

- 3.4 Representative Sample for Testing** – The successful Vendor shall furnish the Agency with one representative sample Radio, to be tested and evaluated for compliance with these specifications. The sample radio must be set up on 47.28 MHZ. as the test frequency with a subtone of 71.9 Hz. The sample radio must be pre-tested and operational on delivery.

The Agency shall have seven calendar days following delivery of the unit to

RFQ No.: 7012C028– Low Band Dash Mount Mobile Radios

perform evaluation and testing. The Agency shall incur no obligation for deterioration of surface, finishes, seals and mechanical or electrical parts on the sample radio resulting from operation and testing; nor shall it incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention are given. After testing of the sample radio, the Department may place an order for the Radios bid or decline to order Radios and request cancellation of the Contract.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Desired Items. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by inserting a price per unit and multiplying the price per unit by the estimated quantity to arrive at a total cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

- 4.3 Identification of Radios –** The Vendor should identify the Radios by manufacturer model, series, and year of manufacture in its proposal to enable identification by the Agency in the manufacture's sales literature. The Vendor should submit complete descriptive literature fully describing the proposed Radio to allow the Agency to verify that the Radios meet the required specifications.

RFQ No.: 7012C028- Low Band Dash Mount Mobile Radios

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the bid submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment in advance is not permitted under this Contract.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 90 days after orders are received. Vendor shall deliver emergency orders within 14 day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location at U.S. Route # 33, Brushy Fork Road, Buckhannon, WV. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses.

RFQ No.: 7012C028- Low Band Dash Mount Mobile Radios

If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. MISCELLANIOUS:

- 7.1 No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.

RFQ No.: 7012C028- Low Band Dash Mount Mobile Radios

Pricing Page

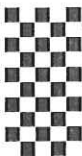
Radio	Estimated Quantity	Unit Price	Total Cost
VERTEX STANDARD (Manufacturer)	400	x 496.00	= 198,400.00
VX-5500 (Model)			
VX-5500 (Series)	SOFTWARE AND PROGRAMMING PRICES TO BE INCLUDED ON FIRST ORDER		
2011 (Year)			

Warranty: Please define the terms of the manufacturer's standard warranty and attach a copy if available.

3 YEAR - PLEASE SEE INCLOSED DOCUMENTS

Contract Manager:

Contract Manager: ERIC HAWKINS
 Telephone Number: 304-720-1562
 Fax Number: 304-720-1565
 Email Address: ERIC.HAWKINS@LLOYDS-ELECTRONICS.COM



2100 7th Avenue
Charleston, WV 25387-1939
304-720-1562
304-720-1565 FAX

**LLOYD HOFF
HOLDING
CORPORATION**

Fax

To:	Bid Clerk, Alan Cummings	From:	Erik Hawkins
Fax:	304-558-3970	Pages:	2
Phone:	304-558-2402	Date:	8-14-12
Re:		cc:	

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

● **Comments:**

RFQ#: 7012C28

Buyer 33

RECEIVED
2012 AUG 14 AM 11:28
WV PURCHASING
DIVISION

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 7012C028

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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LLOYD'S ELECTRONICS

Company

[Signature]

Authorized Signature

8-14-12

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

VX-5500 Series

Low Band/VHF/UHF Mobile Radios

SPECIFICATION SHEET

Flexible Configuration And Durability For Demanding Applications

The VX-5500 delivers reliability and easy expandability for your networked, dual-band operation. Get tailored communications and a maximum return for your investment. Standard and dual control head packages available.

Large Channel Capacity For Greater Reach

The VX-5500 provides convenient communications planning with its 250 channel capacity and the ability to program up to 20 memory groups with no limit on the number of channels in each group.

Built For Durability

The one-piece die-cast enclosure for the VX-5500 doubles as its chassis, yielding extreme strength for resistance against shock and vibration and avoids over-heating.

Multi-Configuration For Dual-Band Capability

One VX-5500 Control Head and two RF Decks on different bands may be networked for dual-band operation. Low Band, VHF or UHF radios may be combined to meet complex communications requirements involving federal, state and local government operations.

When Safety Counts

As with all Vertex Standard mobile radios, the VX-5500 Series comes standard with built-in Emergency alert for enhanced driver safety. A panic button can be triggered by the front panel button to alert the dispatcher when problems arise. The VX-5500 also has an internal emergency microphone that can transmit should the regular microphone become damaged or unusable.

Loud, Full-Sounding Audio

Audio companding ensures full-sounding audio for narrow band channel applications. The VX-5500 also has 5W high-powered audio output for crisp audio that helps you hear in noisy environments. Plus use the optional 10W rear external speaker for enhanced clarity.

Exclusive Auto-Range Transpond System – ARTS™

Only Vertex Standard radios are designed to inform you when you and another ARTS™-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.



The Vertex Standard Difference

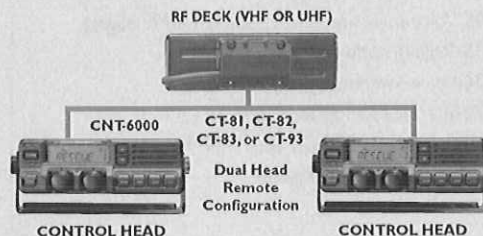
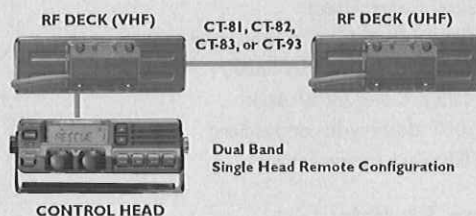
Our number one goal is achieving superior customer satisfaction by delivering products and services that exceed your expectations. Vertex Standard radios are built to last and are backed by an industry-leading 3 year warranty – another great reason to choose Vertex Standard. Ask your Dealer for more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



VX-5500



REMOTE MOUNT CONFIGURATION



Additional Features

- Seven programmable backlit keys
- 8-Character alphanumeric display
- DTMF ANI
- CTCSS / DCS Encode and Decode
- BCLO / BTLO and TOT Functions
- Status quick check
- Compander
- Internal emergency microphone (front panel)
- Priority scan
- Dual Watch scan
- Group scan
- D-sub 25 pin accessory connector
- Water shield microphone connector
- Public address / horn alert
- User-selectable tones
- Radio-to-radio cloning

Accessories

- MH-53C7A: Standard microphone
- MH-53A7A: Noise cancelling microphone
- MH-53B7: Noise cancelling keypad mic. (12 keys)
- MLS-100: External speaker, 12W
- FP-1023A: External Power Supply
- MMB-75: Mobile mounting bracket
- MMB-76: Locking mobile mounting bracket
- LF-1: DC Line filter
- CNT-6000: Control head
- RFDECK: RF Deck for dual-band configuration
- RMK-4000H: Cover for CNT-6000
- RMK-4000B: Cover for RF deck
- CNT-5000: Motorcycle control head
- BSC-5000: Base station console

Option Boards

- FVP-25: Voice inversion encryption & DTMF paging
- FVP-35: Rolling code encryption
- FVP-36: Voice inversion encryption only
- FIF-7A: Interface for optional boards
- VME-100: MDC1200® / GE Star® ANI Encode
- CN-6: Interface for accessories

VX-5500 Series Specifications

Low Band		VHF	UHF
General Specification			
Frequency Range	29.7 – 37 MHz (A) 37 – 50 (B)	134 – 160 MHz (A) 148 – 174 MHz (C)	400 – 430 MHz (A) 450 – 490 MHz (D) 480 – 512 MHz (F)
Number of Channels and Groups	250 and 20 Groups		
Power Supply Voltage	13.6V DC ± 15%		
Channel Spacing	20 kHz	12.5 / 30 kHz	
PLL Steps	5 / 6.25 kHz	2.5 / 5 / 6.25 kHz	
Current Consumption: TX	14A	12A	13A
Current Consumption: RX STBY		2.1A 600 mA	
Operating Temperature Range	-22° F to +140° F (-30° C to +60° C)		
Frequency Stability	Better than ±5 ppm	Better than ± 2 ppm	
RF Input-Output Impedance	50 Ohms		
Dimension (W x H x D)	7 x 2.4 x 7.7 inches (178 x 60 x 195mm)		
Weight (Approx.)	4.9 lbs (2.2 kg)		
Receiver Specification: measured by TIA/EIA-603			
Sensitivity 12dB SINAD	0.25 µV		
Adjacent Channel Selectivity	85 dB	85 / 77 dB	85 / 77 dB
Intermodulation	80 dB	80 / 75 dB	80 / 75 dB
Spurious and Image Rejection	90 dB		
Audio Output	Internal: 5W @ 4 Ohms, 3% THD; External: 10W @ 4 Ohms, 3% THD		
Transmitter Specification: measured by TIA/EIA-603			
Output Power	70W adjustable to 30W	50W adjustable to 5W	45W adjustable to 5W
Modulation	16K0F3E	16K0F3E, 11K0F3E	
Maximum Deviation	5 kHz	5.0 / 2.5 kHz	
Conducted Spurious Emissions	80 dB below carrier		
Audio Distortion	<2% @ 1 kHz		

Applicable MIL-STD

Standard	MIL 810C Methods/ Procedures	MIL 810D Methods/ Procedures	MIL 810E Methods/ Procedures
Low Pressure	-	500.2/Procedure II	500.3/Procedure II
High Temperature	501.1/Procedure II	501.2/Procedure I, II	501.3/Procedure I, II
Low Temperature	502.1/Procedure I	502.2/Procedure I, II	502.3/Procedure I, II
Temperature Shock	503.1/Procedure I	503.2/Procedure I	501.3/Procedure I
Solar Radiation	505.1/Procedure I	505.2/Procedure I	503.3/Procedure I
Rain (control head only)	-	506.2/Procedure I, II	506.3/Procedure I, II
Humidity	507.1/Procedure II	507.2/Procedure II	507.3/Procedure II
Salt Fog	-	509.2/Procedure I	509.3/Procedure I
Dust	-	510.2/Procedure I	510.3/Procedure I
Vibration	514.2/Procedure VIII, X	514.3/Procedure I Cat 10	514.4/Procedure I Cat 10
Shock	516.2/Procedure I, V	516.3/Procedure I, IV	516.4/Procedure I, IV

Specifications are subject to change without notice or obligation.

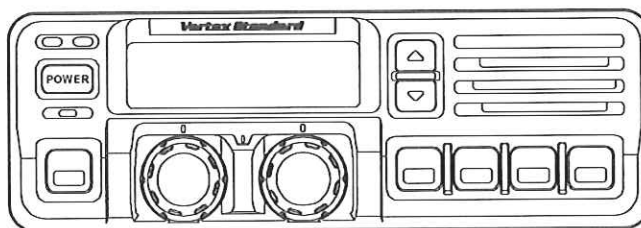
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NSS5500_09/2011



VX-5500

OPERATING MANUAL



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Kwun Tong, Kowloon, Hong Kong

Congratulations!

You now have at your fingertips a valuable communications tool - a **vertex** two-way radio! Rugged, reliable and easy to use, your **vertex** radio will keep you in constant touch with your colleagues for years to come, with negligible maintenance down time.

Please take a few minutes to read this manual carefully. The information presented here will allow you to derive maximum performance from your radio. After reading it, keep the manual handy for quick reference, in case questions arise later on.

We're glad you joined the **vertex** team. Call on us any time, because our business is communications. Let us help you get your message across.

NOTICE

There are no user-serviceable points inside this transceiver. All service jobs must be referred to your Authorized Service Center or Network Administrator.

Safety / Warning Information

WARNING - DO NOT operate the VX-5500V radio when someone (bystanders) outside the vehicle is within following range.

Safety Training information:

Antennas used for this transmitter must not exceed an antenna gain of 0 dBd. The radio must be used in vehicle-mount configurations with a maximum operating duty factor not exceeding 50%, in typical Push-to-Talk configurations.

This radio is restricted to occupational use, work related operations only where the radio operator must have the knowledge to control the exposure conditions of its passengers and bystanders by maintaining the minimum separation distance of following range.

Failure to observe these restrictions will result in exceeding the FCC RF exposure limits.

Antenna Installation:

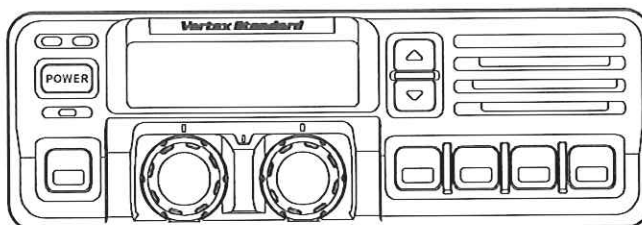
For rear deck trunk installation, the antenna must be located at least the following range away from rear seat passengers and bystanders in order to comply with the FCC RF exposure requirements.

For roof top installation, the antenna must be placed in the center of the roof.

Radiated frequency and Distance

VX-5500V (C)
1.97 Feet
(0.6 m)

VX-5500 Operating Manual



The VX-5500 Series are full-featured FM transceivers designed for flexible mobile and base station business communications in the VHF (50/25 Watts: programmable) Land Mobile Bands. Each model is designed for reliable business communications in a wide variety of applications, with a wide range of operating capability provided by its leading-edge design.

The 250-channels memories can each be programmed with a 8-character channel name.

Important channel frequency data is stored in EEPROM and flash memory on the CPU, and is easily programmable by dealers using a personal computer and the VERTEX STANDARD CT-71 Programming Cable and CE49 Software.

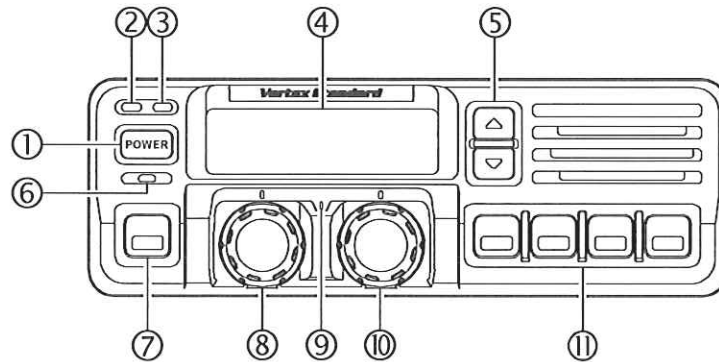
The pages which follow will detail the many advanced features provided on the VX-5500 transceiver. After reading this manual, you may wish to consult with your Network Administrator regarding precise details of the configuration of this equipment for use in your application.

For North American Users Regarding 406 MHz Guard Band

The U.S. Coast Guard and National Oceanographic and Atmospheric Administration have requested the cooperation of the U.S. Federal Communications Commission in preserving the integrity of the protected frequency range 406.0 to 406.1 MHz, which is reserved for use by distress beacons. Do not attempt to program this apparatus, under any circumstances, for operation in the frequency range 406.0 - 406.1 MHz if the apparatus is to be used in or near North America.

CONTROLS & CONNECTORS

Front Panel



① **POWER Button**

Press the button to turn the transceiver ON and OFF.

② **TX Indicator**

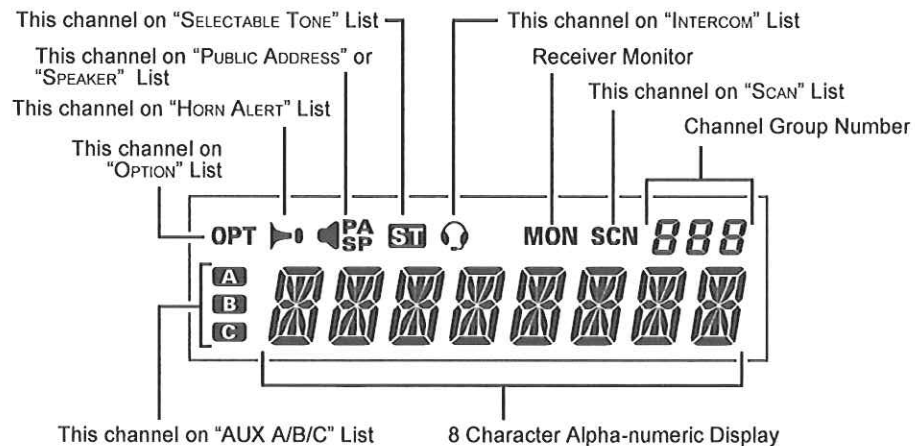
This lamp glows red when the radio is transmitting.

③ **BUSY Indicator**

This lamp glows green when the channel is busy.

④ **Liquid Crystal Display**

The display include an 8-character alpha-numeric section showing channel and group names, status and identity information, and error messages. Additional indicators on the display show priority channel assignments and scan include / exclude selection.



CONTROLS & CONNECTORS

⑤ **▲/▼ Button**

Pressing these buttons changes the current group (and displayed group number or name). Holding this button for more than 1/2 second causes the function to repeat.

⑥ **SQC Indicator**

This lamp glows orange when incorrect position at the setting of CE49.

⑦ **Programmable Function Button (PF button)**

This button can be set up for special applications, such as high/low power selection, monitor, dimmer, talk-around, and call alert function, as determined by your network requirements and programmed by your VERTEX STANDARD dealer.

⑧ **VOLUME Knob**

This knob sets the volume of the receiver.

⑨ **EMERGENCY Microphone**

The emergency microphone is located behind this small slit. When the emergency feature is activated, this Microphone is enabled.

⑩ **CHANNEL Selector Knob**

This knob select the operating channel.

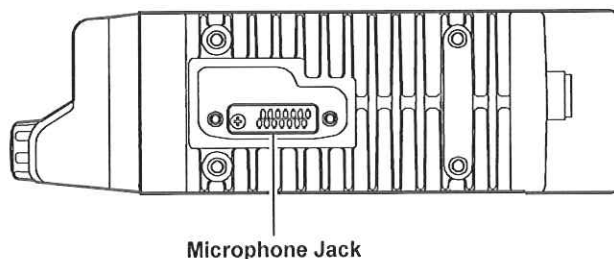
⑪ **Programmable Function Button (PF button)**

This button can be set up for special applications, such as high/low power selection, monitor, dimmer, talk-around, and call alert function, as determined by your network requirements and programmed by your VERTEX STANDARD dealer.

Side Panel

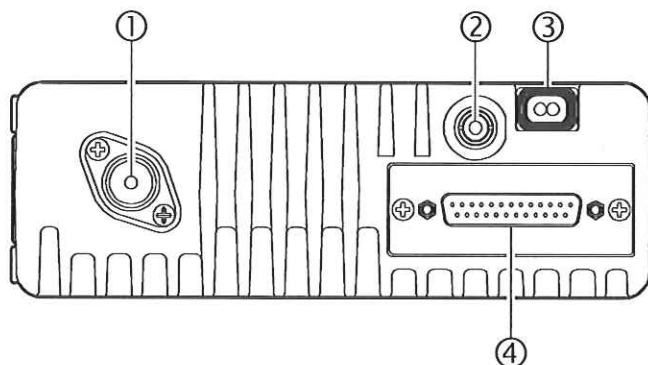
Microphone Jack (It is on both sides.)

Connect the microphone plug to this jack.



CONTROLS & CONNECTORS

REAR (Heatsink)



① **Antenna Socket**

The 50-ohm coaxial feedline to the antenna must be connected here, using a type-M (PL-259) plug.

② **External Speaker Jack**

An external loudspeaker may be connected to this 2-contact, 3.5-mm mini-phone jack.

Caution: Do not connect this line to ground, and be certain that the speaker has adequate capability to handle the audio output from the VX-5500.

③ **13.8-V DC Cable Pigtail w/Connector**

The supplied DC power cable must be connected to this 2-pin connector. Use only the supplied fused cable, extended if necessary, for power connection.

④ **DSUB 25-Pin Accessory Connector**

External TX audio line input, PTT (Push To Talk), Squelch, and external RX audio line output signal may be obtained from this connector for use with accessories such as data transmission/reception modems, etc.

BASIC OPERATION OF THE TRANSCEIVER

Important! - Before turning on the radio the first time, confirm that the power connections have been made correctly and that a proper antenna is connected to the antenna jack.

Switching Power ON/OFF

Push the **POWER** switch turn on the radio. The display will become illuminated. The radio will start up on the last channel used prior to shut-down during the previous operating session.

Turn the **CHANNEL** selector knob to choose the desired operating channel. A channel name will appear on the display. If you want to select the operating channel from a different Memory Channel Group, press the **UP** (▲) or **DOWN** (▼) button to select the Memory Channel Group you want before selecting the operating channel.

Setting the Volume

Turn the **VOLUME** knob clockwise to increase the volume, and counterclockwise to decrease it. If no signal is present, press and hold in the **MON** button more than 1/2 seconds; background noise will now be heard, and you may use this to set the **VOLUME** knob for the desired audio level. Press and hold the **MON** button more than 1/2 seconds to quiet the noise and resume normal (quiet) monitoring.

Transmitting

To transmit, wait until the “**BUSY**” indicator is off (the channel is not in use), and press the **PTT** (Push-To-Talk) switch on the side of the microphone (the “**TX**” indicator will appear or the “**TX**” indicator will glow red). While holding in the **PTT** switch, speak across the face of the microphone in a clear, normal voice level, and then release the **PTT** switch to receive.

Selecting Groups and Channels

- Press the **UP** (▲) or **DOWN** (▼) button (repeatedly, if necessary) to select a different group of channels.
- Turn the **CHANNEL** selector knob to select a different channel *within the current group*.

Automatic Time-Out Timer

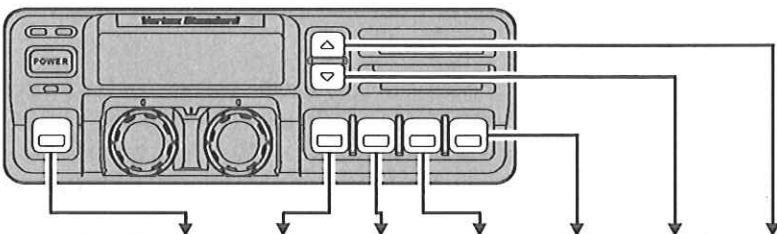
If the selected channel has been programmed for automatic time-out, you must limit the length of each transmission. While transmitting, a beep will sound five seconds before time-out. Another beep will sound just before the deadline; the “**TX**” indicator will disappear and transmission will cease soon thereafter. To resume transmitting, you must release the **PTT** and wait for the “penalty timer” to expire (if you press the **PTT** before this timer expires, the timer restarts, and you will have to wait another “penalty” period)

ADVANCED OPERATION

Programmable Function Button (PF button)

The VX-5500 includes the seven **Programmable Function Buttons (PF button)**. The **PF** button functions can be customized, via programming by your VERTEX STANDARD dealer, to meet your communications/network requirements. Some features may require the purchase and installation of optional internal accessories. The possible **PF** button programming features are illustrated at the below, and their functions are explained on page 8.

For further details, contact your VERTEX STANDARD dealer. For future reference, check the box next to each function that has been assigned to the **PF** button on your particular radio, and keep it handy.



Functions	Programmable Function Button (PF button)													
	<1.5 sec	>1.5 sec	<1.5 sec	>1.5 sec	<1.5 sec	>1.5 sec	<1.5 sec	>1.5 sec	<1.5 sec	>1.5 sec	<1.5 sec	>1.5 sec	<1.5 sec	>1.5 sec
None														
SCAN (SCN)														
Dual Watch														
Call/Reset														
Talk-Around (TA)														
Alpha Numeric (A/N)														
DIMMER (DIM)														
Emergency (EMG)														
Horn Alert (HA)														
Home Channel (HOM)														
Intercom (IC)														
Low Power (LOW)														
GRP UP														
GRP DWN														
CH UP														
CH DWN														
AUX A														
AUX B														
AUX C														
Public Address (PA)														
Monitor (MON)														

ADVANCED OPERATION

Functions	Programmable Function Button (PF button)													
	<1.5 sec	>1.5 sec	<1.5 sec	>1.5 sec	<1.5 sec	>1.5 sec	<1.5 sec	>1.5 sec	<1.5 sec	>1.5 sec	<1.5 sec	>1.5 sec	<1.5 sec	>1.5 sec
RCL														
Selectable Tone (ST)														
SP*														
Squelch Level (SQL)														
Compander														
Encryption** (OPT)														

* requires RMK-4000

** requires Encryption Unit

Channel Scan

The Scanning feature is used to monitor multiple signals programmed into the transceiver. While scanning, the transceiver will check each channel for the presence of a signal, and will stop on a channel if a signal is present.

To activate scanning:

- ☐ Press the assigned **PF** button of the "Scan" momentarily to activate scanning.
- ☐ The scanner will search the channels, looking for active ones; it will pause each time it finds a channel on which someone is speaking.

To stop scanning

- ☐ Press the assigned **PF** button of the "Scan".
- ☐ Operation will revert to the channel to which the **CHANNEL** selector knob is set.

Note: Your dealer may have programmed your radio to stay on one of the following channels if you press the **PTT** switch during scanning pause:

- ☐ Current channel ("Talk Back")
- ☐ "Last Busy" channel
- ☐ "Priority" channel
- ☐ "Home" channel
- ☐ "Scan Start" channel

Dual Watch

The Dual Watch feature is similar to the Scan feature, except that only two channels are monitored:

- ☐ The current operating channel; and
- ☐ The "Priority" channel.

To activate Dual Watch:

- ☐ Press the assigned **PF** button of the "Dual Watch".
- ☐ The scanner will search the two channels; it will pause each time it finds a channel on which someone is speaking.

To stop Dual Watch:

- ☐ Press the assigned **PF** button of the "Dual Watch".
- ☐ Operation will revert to the channel to which the **CHANNEL** selector knob is set.

ADVANCED OPERATION

ARTS (Auto Range Transpond System)

This system is designed to inform you when you and another ARTS-equipped station are within communication range.

During ARTS operation, your radio automatically transmits for about 1 second every 25 (or 55) seconds (the interval is programmed by Dealer) in an attempt to Shake hands with the other station.

If you move out of range for more than one minutes, your radio senses that no signal has been received, a ringing beeper will sound. If you subsequently move back into range, as soon as the other station transmits, your beeper will sound.

The PF Button Function

The **PF** (Programmable Function) button can be programmed by the dealer to provide two of the other functions described below.

To activate the primary Accessory function, press the **PF** button momentarily. To access the secondary Accessory function (which may include the Alarm), press and hold the **PF** button for 1.5 seconds or longer.

Call/Reset

When this feature is programmed and a selective call has been received, momentarily press the assigned **PF** button of the “**Call/Reset**” to reset the flashing indicator and mute the receiver, otherwise press the assigned **PF** button of the “**Call/Reset**” to sent your radio’s identification code (ANI) to the dispatcher.

Talk-Around

The feature causes the assigned **PF** button of the “**Talk-Around**” to select simplex operation on semi-duplex channels: the transmit frequency becomes the same as the receive frequency (regardless of any programmed offset for the channel).

Note: This feature has no effect on simplex channels. After pressing the button, “-TAKARD-” is displayed on the LCD.

Alpha Numeric

Press the assigned **PF** button of the “**Alpha Numeric**” to switch the display between the Group/Channel number, and the Group/Channel name (alphanumeric). A tone will sound each time you switch between numerical and alphanumeric display.

DIM

Press the assigned **PF** button of the “**DIM**” to adjust the brightness of the display and key backlight.


ADVANCED OPERATION

EMG (Emergency)

Press the assigned **PF** button of the “**EMG**” to initiate an emergency call (requires ANI board). When an emergency call is made, no tone is emitted and the display does not change. To end the emergency call, turn the transceiver power OFF.

HA (Horn Alert)


Press the assigned **PF** button of the “**HA**” to turn the Horn Alert function ON or OFF. If you receive a call from the base station with 2Tone or DTMF signaling, horn alert will activate.

When you turn Horn Alert ON, a tone will sound and “” appears on the display.

Home (Home Channel)

Press the assigned **PF** button of the “**Home**” to select the pre-programmed Home Channel. Press it again to return to the previous channel. If used while scanning, pressing this key a second time will change to the revert channel.

IC (Intercom)

This feature requires dual head configuration. Press the assigned **PF** button of the “**IC**” to turn the intercom feature ON or OFF. While ON, you can press the PTT switch to communicate to another control head operator without transmitting over the air. When you press this key, a tone sounds and “” appears on the display. The intercom can be used even while scanning and receiving a call.

Low Power

Press the assigned **PF** button of the “**Low Power**” to set the radio's transmitter to the “Low Power” mode.

Press this key again to return to “High Power” operation when in difficult terrain.

GRP UP/DWN

Press the assigned **PF** button of the “**GRP UP**” or “**GRP DWN**” to select a different group of channels.


CH UP/DWN

Press the assigned **PF** button of the “**CH UP**” or “**CH DWN**” to select a different channel within the current group.

AUX A/B/C

Press the assigned **PF** button of the “**AUX A**”, “**AUX B**”, or “**AUX C**” to turn the output port (respectively).

PA (Public Address)

Press the assigned **PF** button of the “**PA**” to use the transceiver as a PA amplifier. When you enable this function, a tone sounds and “**PA**” appears on the display. The public address can be used even while scanning and receiving a call.

ADVANCED OPERATION

MONI (Monitor)

Press the assigned **PF** button of the “**MONI**” momentarily to cancel CTCSS and DCS signaling squelch; the “**MON**” icon appears on the display. Press and hold this key for 1/2 seconds to hear background noise (unmute the audio); the **MON** icon blinks on the display.


RCL (Channel Recall)

During scan, you can press the assigned **PF** button of the “**RCL**” to select the last called channel.

ST (Selectable Tone)

Press the assigned **PF** button of the “**Selectable Tone**”, then rotate the CHANNEL selector knob to select a 2-Tone.

SP

Press the assigned **PF** button of the “**SP**” to switch “Front panel”, “Front panel & Body” and “Body” speaker. When “Body” is selected, a tone sounds and the “ **SP**” icon appears on the display. You can use this function while scanning and receiving a call. However, all audio will be emitted from the PA speaker.

SQL (Squelch Level)

You can manually adjust the squelch level using this function:

1. Press the assigned **PF** button of the “**SQL**”. A tone sounds and SQL appears on the display with the current squelch level.
2. Rotate the CHANNEL selector knob to select the desired level.
3. Press the this key. A tone sounds and the display returns to the normal channel.

COMP (Compander)

Press the **PF** button assigned to the “**COMP**” function to turn the “Compander” IC ON or OFF.

This IC contains two variable gain circuits configured for compressing and expanding the dynamic range of the radio's transmitted and received audio signal.

When you enable this function, the signal-to-noise ratio can be improved by reducing the transmitted audio dynamic range.

Encryption (Option)

When the Voice Scrambler feature is enabled, pressing the assigned **PF** button of the “**Encryption**” toggles the Scrambler on and off.

OPTIONAL ACCESSORIES

MH-25_{B7A}	Microphone
MH-53_{C7A}	Heavy Duty Microphone
MH-53_{A7A}	Heavy Duty Microphone w/Noise Canceler
MH-53_{B7A}	Heavy Duty DTMF Microphone w/Noise Canceler
CE49	Programming Software
CT-70	Radio Programming Cable (Requires VPL-1)
CT-71	Radio to PC Programming Cable
CT-72	Radio to Radio Programming Cable
CT-93	Cable for RMK-4000 (33 ft, 10 m)
CT-81	Cable for RMK-4000 (20 ft, 6 m)
CT-82	Cable for RMK-4000 (8 ft, 2.5 m)
CT-83	Cable for RMK-4000 (2 ft, 0.6 m)
CNT-6000	Control Head
RF DECK	RF Deck w/MMB-75 (for Dual Band Installations)
RMK-4000SH	Remote Kit (for Single Transceiver)
RMK-4000DH	Remote Kit (for Dual-Head Installations)
RMK-4000DB	Remote Kit (for Dual Band Installations)
RMK-4000DBH	Remote Kit (for Dual Band plus Dual Head Installations)
F2D-8	2-Tone Decode Unit (Requires FIF-7)
F5D-14	5-Tone ENC-DEC Unit (Requires FIF-7)
VTP-50	VX-Trunk Unit (Requires FIF-7)
FVP-25	Encryption/DTMF pager Unit (Requires FIF-7)
FVP-35	Encryption Unit (Rolling code voice scrambler; Requires FIF-7)
MDC1200	Digital ANI encoder Unit (Requires FIF-7)
FP-1023	External 23A Power Supply
MLS-100	Mobile Loud speaker (12 W Peak Power)
MMB-75	Mobile Mounting Bracket
MMB-76	Locking Mobile Mounting Bracket
FIF-7	Inter face Board (for F2D-8, F5D-14, VTP-50, FVP-25)
CN-6	Inter face Board (for Accessories)

Note:

This device complies with Part 15 of the FCC rules.
Operation is subject to the condition that this device
does not cause harmful interference.



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Warranty Policy for Land Mobile Radio Equipment

The following policy is for Vertex Standard North America transactions only. For questions or reimbursement support, contact Vertex Standard Customer Care at: 1-800-283-7839 or email: support-america@vertexstandard.com

Vertex Standard products are warranted to be free from manufacturing defects and workmanship. The warranty for NEW LAND MOBILE EQUIPMENT is as follows:

- Radio mainframes – Three (3) years
- All other accessories – One (1) year – this includes batteries, headsets, antennas, etc.

Warranty Repairs Provided by Vertex Standard

1. If the dealer wants Vertex Standard to repair the defective unit, the dealer or person returning items for repair must pay the cost of shipping. Vertex Standard will repair the unit free of charge and will pay for the return shipping. If expedited shipping method is requested, the dealer or the person making the request will pay additional shipping cost.
2. When returning items of warranty repair please include a note describing the failure of and a copy of the purchase invoice. Be certain to include the name and number of the person to contact in regards to the repair.
3. Equipment sent in for repair, which is beyond its new equipment warranty period, will have a 30 days repair warranty.
4. In the event that examination by our Service Department discloses that the radio has been abused by the user, modified other than Vertex Standard modification, connected to reverse polarity, or in any way found to be a failure other than normal working conditions, the radio will be deemed OUT OF WARRANTY. It will be returned as is to the dealer or repaired at factory rates in effect at the time the dealer requested.
5. Defects or damage due to lightning, physical or liquid is not covered by warranty.
6. Warranty service will not be honored or provided for Vertex Standard products purchased outside the United States.

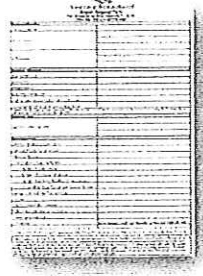


Warranty Reimbursement for Authorized Vertex Standard Dealers

1. If a failure occurs within the warranty period (caused by defects or factory workmanship and or defective materials) Vertex Standard authorizes the dealer to repair the defective unit and will credit the dealer for the parts and labor according to the Vertex Standard Warranty Policy.
2. The current rate of reimbursement is US \$45.00 per hour (in ¼ hour increments), with a two hour maximum. The minimum charge being ¼ hour and the maximum being 2 hours. NOTE: This warranty reimbursement covers only the actual repair of the radio. It does not cover programming instructions to end user, traveling cost, or time required for processing of paperwork. Consider the following as general guidelines:
 - a. Diagnose and check bad battery: ¼ hour
 - b. Diagnose and repair bad antenna connection: ½ hour
 - c. Diagnose and replace bad PTT switch: 1 hour
 - d. Intermittent TX or RX, etc: 2 hours
3. In some cases Vertex Standard will set a special rate of reimbursement to perform certain modifications. This special rate will be supplied when such modifications are released.
4. The Dealer will purchase replacement parts from Vertex Standard at Dealer cost. Reimbursement for cost will be handled at the same time as labor warranty reimbursement claims. The invoice number for the parts purchased must be supplied.
5. All claims must be submitted on official Vertex Standard Warranty Reimbursement Form and must be complete.
6. All Warranty Reimbursement Claims are subject to approval and/or adjustment by Vertex Standard.

REPAIR PROCESS

The LMR product repair process changes start July 25, 2011. Products are shipped to a new location along with a new repair request form needs to be completed. Out-of-warranty repair process has been streamlined to a flat rate pricing model reduces turnaround time to repair. To check on status of repairs, contact Customer Service Support.

ADDRESS FOR LMR REPAIRS (Effective July 25, 2011)	<p>All LMR Product repairs for portables, mobiles, HF transceivers, base stations and repeaters are to be sent to the following address:</p> <p style="text-align: center;">Vertex Standard USA 7201-A Intermodal Drive Louisville, KY 40258</p>								
REPAIR REQUEST FORM (Effective July 25, 2011)	<p>Obtain a Repair Request Form that needs to be completed and submitted with the product repair shipped to the Louisville Service Center.</p> <p>Download the form from the Dealer Portal: Files > LMR > Technical Service/Support > Repair Service > Repair Request Form (Effective 7/25/11)</p> <p>Or contact the Customer Care Team to request a copy.</p> 								
PRICING FOR OUT-OF-WARRANTY LMR REPAIRS (Effective July 25, 2011)	<p>The price structure below applies to out-of-warranty product repairs. <i>This replaces the former process of sending in a product for repair and requesting an estimate prior to approval to proceed with the repair.</i> Now, a product received for repair will be repaired and the following rates charged.</p> <table border="1" data-bbox="623 1100 1321 1226"> <thead> <tr> <th>PRODUCT GROUP</th><th>REPAIR RATE*</th></tr> </thead> <tbody> <tr> <td>Portable and Mobile Radios</td><td>\$100</td></tr> <tr> <td>P25 and VXD DMR Portable and Mobile Radios</td><td>\$200</td></tr> <tr> <td>Base Stations, Repeater and HF Transceivers</td><td>\$250</td></tr> </tbody> </table> <p>*Rate includes: parts, labor and return shipping costs.</p>	PRODUCT GROUP	REPAIR RATE*	Portable and Mobile Radios	\$100	P25 and VXD DMR Portable and Mobile Radios	\$200	Base Stations, Repeater and HF Transceivers	\$250
PRODUCT GROUP	REPAIR RATE*								
Portable and Mobile Radios	\$100								
P25 and VXD DMR Portable and Mobile Radios	\$200								
Base Stations, Repeater and HF Transceivers	\$250								

Repair Service Level Goals:

Please note the following turnaround times established to repair and return radios shipped to the Louisville Service Center. Every effort will be made to adhere to these turnaround times. To check on status of repair, contact the Customer Care Team.

	Repair Cycle Time (Business Days from Receipt to Ship)	
	Standard Warranty	Flat Rate
Portables and Mobiles	3 Days	5 Days
P25 and VXD DMR Portables and Mobiles	4 Days	6 Days
Base Stations, Repeaters, and HF Transceivers	5 Days	7 Days

REMINDER: All Air Band, Yaesu or Standard Horizon radios do not apply to this new process. Repairs for these radios should be shipped to: 10900 Walker Street, Cypress, CA 90630



Repair Request Form
 7201-A Intermodal Drive, Louisville KY 40258
 1-800-283-7839 or 1-847-725-4850

Customer Information	
Customer ID Number	
Ship To Address	
Bill To Address	
Equipment Information	
Model Number / UPC	
Serial Number	
Firmware Version	
Is unit Intrinsically Safe (IS)?	
Is unit encrypted (secure)? If yes, provide encryption type?	
Accessories* (Do not send unless related to issue / failure)	
* Vertex Standard does not repair accessories. Within the standard warranty period, accessories can be replaced by contacting the Customer Service Call Center at 1-800-283-7839 or 1-847-725-4850	
Equipment Issue	
Equipment Problem (Symptom)	
Billing Information	
Select from the following payment options:	
Warranty (Provide Proof of Purchase)	
Reservice (Bouncer)	
Out Of Warranty (Select from the below)	
Flat Rate - Portables / Mobiles	
Flat Rate - P25 Portables / P25 Mobiles	
Flat Rate - Base Station / Repeaters / HF Transceivers	
Time & Material (Only for Physical, Liquid, Chemical Damage)	
If damage is identified, select from the following:	
Estimate	
Do Not Estimate (Return Unrepaired)	
If billing is applicable, select from the following:	
Vertex Standard Account	
Credit Card	Do not document credit card information on form. Call 1-800-283-7839
<p>TERMS & CONDITIONS: By sending equipment to Vertex Standard, Customer authorizes Vertex Standard to bill Customer at the Vertex Standard's prevailing rates for service (or, if applicable, the estimate fee provided to Customer) provided on the equipment (unless such equipment is covered under a Vertex Standard warranty. The terms and conditions for such service shall be the Vertex Standard's standard terms and conditions for such service. If Customer has sent in a purchase order, then the Vertex Standard's standard response to common purchase order terms and conditions shall apply, instead of the terms and conditions on the purchase order. In no event shall terms and conditions on a Customer purchase order apply. By permitting this equipment to be sent to Vertex Standard for service, Customer affirms that the sender is authorized to do so in accordance herewith. Customer shall be bound by the terms of this Repair Request Form (RRF) whether or not this RRF is signed. Customer understands that, should equipment be returned unrepaired, the sender will be charged an estimate or handling fee if applicable.</p>	

Rev. 07/12

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.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: CLAYD HOFF HOLDING CORP. DBA ELECTRONICS Signed: [Signature]

Date: 8/21/12 Title: SALES REPRESENTATIVE

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 exceeds 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: CLLOYD'S ELECTRONICS

Authorized Signature: [Signature] Date: 8/21/12

State of West Virginia

County of JACKSON, to-wit:

Taken, subscribed, and sworn to before me this 21 day of August, 2012.

My Commission expires May 28, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

Pamela F. Fauver

