



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

**Solicitation**

NUMBER
DPS1431

PAGE
1

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

RFQ COPY

NAME/ADDRESS HERE  
**IMSA Frequency Coordination**  
**122 Baltimore Street**  
**Gettysburg, PA 17325**

SHIP TO

**WEST VIRGINIA STATE POLICE**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

DATE PRINTED
04/09/2014

BID OPENING DATE: 05/07/2014

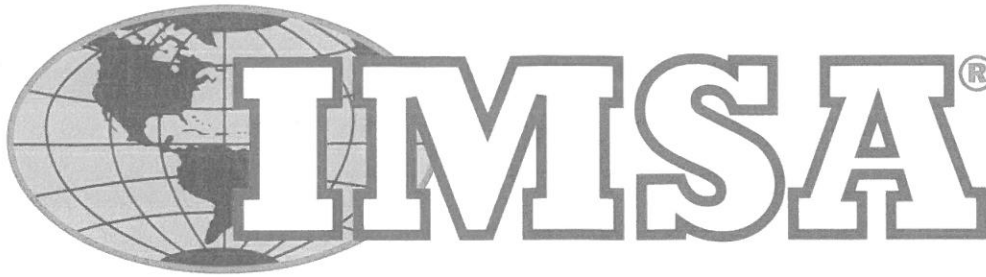
BID OPENING TIME 1:30PM

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-61		
RADIO AND MICROWAVE FREQUENCY COORDINATION						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE RADIO AND MICROWAVE FREQUENCY COORDINATION FOR THE WV STATE POLICE, WV DEPARTMENT OF HEALTH & HUMAN RESOURCES, WV DIVISION OF CORRECTIONS AND WV DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. DPS1431 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. VENDOR PREFERENCE CERTIFICATE						
***** THIS IS THE END OF RFQ DPS1431 ***** TOTAL:						\$3295

04/21/14 10:05:05AM  
West Virginia Purchasing Division

SIGNATURE <i>Michelle Jtk</i>	TELEPHONE 717-398-0826	DATE 4/16/14
TITLE Nat'l Frequency Coordinator	FEIN 74-6064569	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**Your Partner in PUBLIC SAFETY**

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## **Frequency Coordination**

WV State Police Bid

DPS1431

GENERAL STATEMENT:

The fees quoted in this RFQ do not reflect additional fees that may be required for engineering, waivers, or other services that might be required in securing the necessary channels for this State of West Virginia project. Frequency protection services are not offered and are not included in the bid pricing. These services were listed under the Microwave section, which IMSA does not coordinate.

#6- No fax number was included in bid package for submission of bids. Fax number provided for questions (304)558-4115 clearly indicates that vendors should not submit bids at this number. A Fax number is required to be noted on bid envelope or bid may not be considered so (304)558-4115 was used, though this is not a valid fax number for bids per the instructions.

#8 Contract Documents: General Liability and Worker's Compensation insurance certificates will be provided upon request

#14 Registration: If IMSA is the apparent contractor for this bid, registration with the State of West Virginia Purchasing Division will be accomplished

#17 Payments: All payments due, including those for frequency coordination, licensing and interservice fees will be paid before the subject applications are submitted to the FCC.

REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

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**10. VENDOR DEFAULT:**

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

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

**Contract Manager:** Michelle Fink

**Telephone Number:** 717-398-0826

**Fax Number:** 717-778-4237

**Email Address:** \_\_\_\_\_

michelle.fink@frequencycoordination.org

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REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

## DPS 1431 – Pricing Pages

DPS 1431 Frequency Coordination Services				
Item #	Location	Estimated Annual Requests (each)	Unit Price	Extended Price
4.1.1.1	Below 520 MHz frequency coordination (Per frequency) *	5	\$ 190	\$ 950
4.1.1.2	Below 520 MHz frequency coordination (Per site)	5	\$	\$
4.1.1.3	769-775/799-805 MHz frequency coordination (Per frequency) *	2	\$ 190	\$ 380
4.1.1.4	769-775/799-805 MHz frequency coordination (Per site)	2	\$	\$
4.1.1.5	806-817/851-862 MHz (NPSPAC) frequency coordination (Per frequency) *	2	\$ 55	\$ 110
4.1.1.6	806-817/851-862 MHz (NPSPAC) frequency coordination (Per site)	2	\$	\$
4.1.1.7	806-817/851-862 MHz (Non-NPSPAC, General Pool) frequency coordination (Per frequency) *	2	\$ 190	\$ 380
4.1.1.8	806-817/851-862 MHz (Non-NPSPAC, General Pool) frequency coordination (Per site)	2	\$	\$
4.1.1.9	License Preparation Fee	5	\$ 100	\$ 500
4.1.1.10	Interoperable License Administrative Fee	5	\$ 95	\$ 475
4.1.1.11	Public Safety Coordination Council inter-service coordination Fee	5	\$ 100	\$ 500

\* IMSA Fee Schedule Attached showing fees are charged per frequency/site or frequency pair/per site so the PER SITE line is blank on this form.

REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

4.1.1.12	Miscellaneous services – Hourly Rate	5	\$ -	\$ -
4.1.2.1	Microwave frequency coordination, Interference Analysis (Single frequency)	5	\$ -	\$ -
4.1.2.2	Microwave frequency coordination, Prior coordination, 1 <sup>ST</sup> path	5	\$ -	\$ -
4.1.2.3	Microwave frequency coordination, each additional path	5	\$ -	\$ -
4.1.2.4	Microwave frequency coordination, Minor changes and modifications	2	\$ -	\$ -
4.1.2.5	Microwave frequency coordination, Prior coordination, No response.	2	\$ -	\$ -
4.1.2.6	Microwave frequency coordination, 6 month renewal notice, 1 <sup>st</sup> path	2	\$ -	\$ -
4.1.2.7	Microwave frequency coordination, Verbal coordination – expedited.	2	\$ -	\$ -
4.1.2.8	Microwave frequency coordination, Verbal coordination, each additional	2	\$ -	\$ -
4.1.2.9	Microwave frequency coordination, Frequency Protection	100	\$ -	\$ -
4.1.2.10	Microwave frequency coordination, License Audits	2	\$ -	\$ -
4.1.2.11	Microwave frequency coordination, Interference Analysis	2	\$ -	\$ -

REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

000027

4.1.2.12	Microwave frequency coordination, License Preparation Fee	2	\$ -	\$ -
4.1.2.13	Microwave frequency coordination, Miscellaneous Services – Hourly Rate	2	\$ -	\$ -
Failure to use this form may result in disqualification.			<b>OVERALL TOTAL COST:</b>	\$ -
<p><b>Bidder / Vendor Information:</b></p> <p>Name: IMSA <u>International Municipal Signal Association</u></p> <p>Address: <u>122 Baltimore Street</u> <u>Gettysburg, PA 17325</u></p> <p>Phone/Fax #: <u>717-398-0826</u></p> <p>Email Address: <u>michelle.fink@frequencycoordination.org</u></p>				
<p><b>Contact Coordinator Information:</b></p> <p>Name: <u>Michelle Fink</u></p> <p>Address: <u>122 Baltimore Street</u> <u>Gettysburg, PA 17325</u></p> <p>Phone #: <u>717-398-0826</u></p> <p>Email Address: <u>michelle.fink@frequencycoordination.org</u></p>				
*Quantities are estimated annual usage for bidding purposes and bidder's information.				

**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.

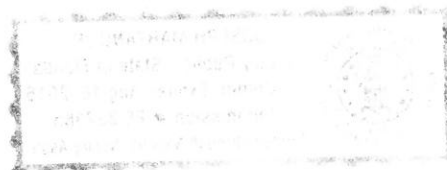
MSA  
(Company)

Michelle Fink  
(Authorized Signature)

Michelle Fink, National Frequency Coordinator  
(Representative Name, Title)

717 398-0826      717 778 4237  
(Phone Number)                      (Fax Number)

4/16/14  
(Date)



**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**

**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

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

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

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

**VENDOR**

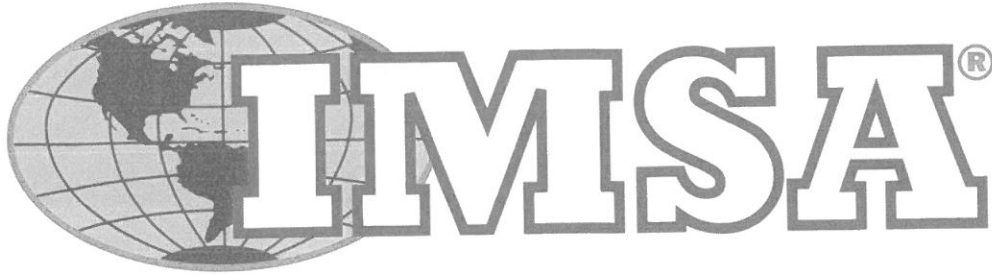
Company Name: IMSA

Signed: Michelle Leib

Title: National Frequency Coordinator

Date: 4/16/14





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## **Frequency Coordination**

### IMSA FEE Schedule

011 New Freq Below 450 MHz - \$190	/freq/site
012 New Freq 450-470 MHz - \$190	/freq pair/site
014 New Freq 700 NB/NPSPAC - \$55	/freq pair/site
015 New Freq 800 MHz - \$190	/freq pair/site
02 Major Modification Below 470 MHz - \$190	/freq/site
021 Major Modification Above 800 MHz - \$190	/freq/site
022 Major Modification 700 NB/NPSPAC - \$55	/freq/site
023 Major Modification 470-512 MHz - \$300	/freq pair/site
03 Minor Modification - \$80	/applic
08 Interservice Fee - \$100	/freq/site
12 Form 601 Application Fee - \$100	/applic
13 FCC Application Fee - \$60	/applic
14 Add Mutual Aid/Interoper. - \$95	/applic
19 FCC Regulatory Fee - \$150	/applic
20 Other Services - \$120	/hr



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

DPS1431 1

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WEST VIRGINIA STATE POLICE  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED  
05/01/2014

BID OPENING DATE: 05/14/2014 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS	725-61	ADDENDUM NO. 1 SEE ATTACHED PAGES. END OF ADDENDUM. NO. 1 RADIO AND MICROWAVE FREQUENCY COORDINATION ***** THIS IS THE END OF RFQ DPS1431 ***** TOTAL:		

05/09/14 10:10:35AM  
West Virginia Purchasing Division

Post-it® Fax Note	7671	Date	5/2/14	# of pages	8
To	DPS1431 Vendors	From	T. Lyle		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #		Fax #			

SIGNATURE: Michelle Jink TELEPHONE: 317 398 0826 DATE: 5-6-14  
 TITLE: Natl Frequency Coordinator FERN: 74-6064569 ADDRESS CHANGES TO BE NOTED ABOVE

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

000006

# DPS1431 – Pricing Pages

## Revised by Addendum No. 1

Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
4.1.1.1	Below 520 MHz frequency coordination (Per frequency)	5	\$ 190	\$ 950
4.1.1.2	Below 520 MHz frequency coordination (Per pair)	5 UHF VHF	\$ 190 PR 190 each	\$ 950 1900 10
4.1.1.3	769-775/799-805 MHz frequency coordination (Per frequency)	2	\$ 190	\$ 380
4.1.1.4	769-775/799-805 MHz frequency coordination (Per pair)	2	\$ 190	\$ 380
4.1.1.5	806-817/851-862 MHz (NPSPAC) frequency coordination (Per frequency)	2	\$ 55	\$ 110
4.1.1.6	806-817/851-861 MHz (NPSPAC) frequency coordination (Per pair)	2	\$ 55	\$ 110
4.1.1.7	806-817/851-862 MHz (Non-NPSPAC, General Pool) frequency coordination (Per frequency)	2	\$ 190	\$ 380
4.1.1.8	806-817/851-862 MHz (Non-NPSPAC, General Pool) frequency coordination (Per pair)	2	\$ 190	\$ 380
4.1.1.9	License preparation Fee	5	\$ 100	\$ 500
4.1.1.10	Interoperable License Administrative Fee	5	\$ 95	\$ 475
4.1.1.11	Public Safety Coordination Council inter-service coordination Fee	5	\$ 100	\$ 500
4.1.1.12	Miscellaneous services – Hourly Rate	5	\$ 120	\$ 600
4.1.2.1	Microwave frequency coordination, Interference Analysis (Single frequency)	5	\$ —	\$ —
4.1.2.2	Microwave frequency coordination, Prior coordination, 1 <sup>st</sup> path	5	\$ —	\$ —
4.1.2.3	Microwave frequency coordination, each additional path	5	\$ —	\$ —
4.1.2.4	Microwave frequency coordination, Minor changes and modifications	2	\$ —	\$ —
4.1.2.5	Microwave frequency coordination, Prior coordination, No response	2	\$ —	\$ —
4.1.2.6	Microwave frequency coordination, 6 month renewal notice, 1 <sup>st</sup> path	2	\$ —	\$ —
4.1.2.7	Microwave frequency coordination, Verbal coordination - expedited	2	\$ —	\$ —
4.1.2.8	Microwave frequency coordination, Verbal coordination, each additional	2	\$ —	\$ —
4.1.2.9	Microwave frequency coordination, Frequency Protection	100	\$ —	\$ —
4.1.2.10	Microwave frequency coordination, License Audits	2	\$ —	\$ —
4.1.2.11	Microwave frequency coordination, Interference Analysis	2	\$ —	\$ —
4.1.2.12	Microwave frequency coordination, License Preparation Fee	2	\$ —	\$ —
4.1.2.13	Microwave frequency coordination, Miscellaneous Services – Hourly Rate	2	\$ —	\$ —
	Failure to use this form may result in disqualification.		<b>OVERALL TOTAL:</b>	3895 UHF 800 4395 VHF

\* Addition to fees submitted by IMSA 4-16-14

\*<sup>2</sup> Clarification of 5 UHF Repeater "pairs" being charged per frequency for 10 frequency charges

**Bidder / Vendor Information:**

Name: IMSA International Municipal Signal Association  
Address: 122 Baltimore St  
Gettysburg PA 17325  
Phone #: 717-398-0826  
Email  
Address: michelle.fink@frequencycoordination.org

**Contact Coordinator Information:**

Name: Michelle Fink  
Address: 122 Baltimore St  
Gettysburg PA 17325  
Phone #: 717-398-0826  
Email  
Address: michelle.fink@frequencycoordination.org

\*Quantities are estimated annual usage for bidding purposes and bidder's information.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DPS1431**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

IMSA  
Company

Michelle Jik  
Authorized Signature

5-6-14  
Date

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