



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

Radyn, Inc.  
 6701 Democracy Blvd., Suite 300  
 Bethesda, MD 20817

S H I P T O

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	UOP	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:						87075
05/05/14 09:58:45AM West Virginia Purchasing Division						

SIGNATURE <i>B.ell Cole</i>	TELEPHONE 301-760-7194	DATE 5/1/14
TITLE SR Program Manager	FEIN 52-1880546	ADDRESS CHANGES TO BE NOTED ABOVE

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

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:** Bill Cole  
**Telephone Number:** 301-760-7194  
**Fax Number:** 301-576-4553  
**Email Address:** Bill@BAD9A.com

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## 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	\$ N/A	\$ N/A
4.1.1.2	Below 520 MHz frequency coordination (Per site)	5	\$ N/A	\$ N/A
4.1.1.3	769-775/799-805 MHz frequency coordination (Per frequency)	2	\$ N/A	\$ N/A
4.1.1.4	769-775/799-805 MHz frequency coordination (Per site)	2	\$ N/A	\$ N/A
4.1.1.5	806-817/851-862 MHz (NPSPAC) frequency coordination (Per frequency)	2	\$ N/A	\$ N/A
4.1.1.6	806-817/851-862 MHz (NPSPAC) frequency coordination (Per site)	2	\$ N/A	\$ N/A
4.1.1.7	806-817/851-862 MHz (Non-NPSPAC, General Pool) frequency coordination (Per frequency)	2	\$ N/A	\$ N/A
4.1.1.8	806-817/851-862 MHz (Non-NPSPAC, General Pool) frequency coordination (Per site)	2	\$ N/A	\$ N/A
4.1.1.9	License Preparation Fee	5	\$ N/A	\$ N/A
4.1.1.10	Interoperable License Administrative Fee	5	\$ N/A	\$ N/A
4.1.1.11	Public Safety Coordination Council inter-service coordination Fee	5	\$ N/A	\$ N/A

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4.1.1.12	Miscellaneous services – Hourly Rate	5	\$ 125.00	\$ 625
4.1.2.1	Microwave frequency coordination, Interference Analysis (Single frequency)	5	\$ 200	\$ 1,000
4.1.2.2	Microwave frequency coordination, Prior coordination, 1 <sup>ST</sup> path	5	\$ 200	\$ 1,000
4.1.2.3	Microwave frequency coordination, each additional path	5	\$ 200	\$ 1,000
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	\$ 24	\$ 2400
4.1.2.10	Microwave frequency coordination, License Audits	2	\$ 200	\$ 400
4.1.2.11	Microwave frequency coordination, Interference Analysis	2	\$ 100	\$ 200

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4.1.2.12	Microwave frequency coordination, License Preparation Fee	2	\$ 100	\$ 200
4.1.2.13	Microwave frequency coordination, Miscellaneous Services – Hourly Rate	2	\$ 125	\$ 250
Failure to use this form may result in disqualification.			<b>OVERALL TOTAL COST:</b>	\$ 7075
<p><b>Bidder / Vendor Information:</b></p> <p>Name: <u>RADYN INC.</u></p> <p>Address: <u>6701 DEMOCRACY BLVD Suite 300</u> <u>Bethesda MD 20817</u></p> <p>Phone/Fax #: <u>301-493-5171 / FAX 301-576-4553</u></p> <p>Email Address: <u>workorder@radyn.com</u></p>				
<p><b>Contact Coordinator Information:</b></p> <p>Name: <u>Bill Cole</u></p> <p>Address: <u>6701 DEMOCRACY BLVD Suite 300</u> <u>Bethesda MD 20817</u></p> <p>Phone #: <u>301-760-7194</u></p> <p>Email Address: <u>Bill@RADYN.com</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.

RADYN INC.

(Company)

Bill Cole

(Authorized Signature)

SR Program Manager

(Representative Name, Title)

301-760-7194

(Phone Number)

301-576-4553

(Fax Number)

5/1/14

(Date)

RFQ No. DPS1431

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: RADYN INC

Authorized Signature: B. Cole Date: 5-1-14

State of Pennsylvania

County of York, to-wit:

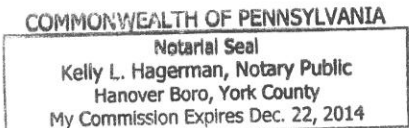
Taken, subscribed, and sworn to before me this 1 day of May, 2014.

My Commission expires December 22, 2014.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

Kelly L. Hagerman



# Radyn

**Bid Response for DPS1431 Microwave Frequency Coordination Services  
From  
Radyn, Inc.**

To Whom It May Concern,

Thank you for giving Radyn the opportunity to bid on this Microwave Frequency Coordination Services project. Radyn has over 20 year's experience providing frequency coordination services to a variety of customers around the world. Our services include frequency coordination and interference analysis, FCC Licensing services and path survey and design.

Radyn has supported a variety of Public Safety Microwave Systems including state and local agencies. These include the Commonwealth of Virginia in support of their Statewide Agency Radio Systems, Prince Georges County, MD, Stafford County VA, Pinellas County, FL and Clackamus County, Or.

Our pricing is done on a per path basis that includes Frequency Coordination and Interference Analysis, issuing the PCN, submitting the FCC License Application and the Schedule K Construction Completion Notices. Please note that our pricing includes unlimited support for changes that may arise during the Frequency Coordination process at no extra charge. Also we do not charge additional fees for expedite PCNs or renewal PCNs. The only time that we would need to charge for a change would be if it involved changing frequencies or a major coordinate change. All other changes prior to applying for the FCC License would be free of charge.

In response to this bid we have enclosed our pricing and look forward to working with you on this project. I also included a list of references from some of our larger clients for you review.

Thank you for considering Radyn

Bill Cole  
Radyn, Inc.  
Tel: +1 301-760-7194  
Email: [workorder@radyn.com](mailto:workorder@radyn.com)