



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

11/11/2019 11:11

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General Information

[Contact](#) | [Default Values](#) | [Discuser](#) | [Document Information](#) | [Certification Request](#)

Procurement Folder: 14-00338

Procurement Types: Central Master Agreement

Version ID: 0000017058

Legal Name: MOTOROLA SOLUTIONS INC.

Almeida (2004)

Total Paid: \$5.00

Response Date: 3/4/2025

Response Time: 9.34

Responded By User El: [guf741a](#)

First Name: _____

Leaf Number: macocha

Email: gs767@motorciolutions.com

Phone: 504.243.5051

SD Doc Code: CRFQ

940 Dept. 0305

SO Doc ID: F042580000003

Published Date: 3/27/25

Closed Date: 4/19/20

Close Time: 13.30

Status: Closed

Section Description: PORTABLE RADIOS & ACCESSORIES

Total of Header Attachments: 5

Total of All Attachments: 5



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

State of West Virginia
Solicitation Response

Proc Folder: 1648331
Solicitation Description: PORTABLE RADIOS & ACCESSORIES
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-04-10 13:30	SR 0305 ESR04102500000006125	1

VENDOR
000000178509
MOTOROLA SOLUTIONS INC

Solicitation Number: CRFQ 0305 FOR2500000003
Total Bid: 0 Response Date: 2025-04-10 Response Time: 09:34:46
Comments:

FOR INFORMATION CONTACT THE BUYER
Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

Vendor Signature X FEIN# DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	VEHICLE RADIOS & ACCESSORIES	0.00000	EA	8575.740000	0.00

Comm Code	Manufacturer	Specification	Model #
43191510			

Commodity Line Comments: Motorola is bidding the All band equivalent portable radio model APX8000XE, which is designed for use in high temperature rugged environments. Since Division of Forestry currently utilizes the Motorola APX8500 mobile radios, complimenting the mobile with the same manufacturer portable will provide a familiar touch and feel, program style, WV SIRN coverage and usage, and a single manufacturer interface.

Extended Description:
Refer to Exhibit A



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

State of West Virginia
Centralized Request for Quote
Audio/Video

Proc Folder: 1648331

Doc Description: PORTABLE RADIOS & ACCESSORIES

Reason for Modification:

Addendum No. 1 to publish
answers to vendor questions.
Please see attachment

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-03-27	2025-04-10 13:30	CRFQ 0305 FOR2500000003	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Motorola Solutions, Inc.

Address :

Street : 809 Pinnacle Drive, Suite G

City : Linthicum Heights

State : MD

Country : USA

Zip : 21090

Principal Contact : Peter Marotta

Vendor Contact Phone: 304-860-5051

Extension:

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

**Vendor
Signature X**

FEIN# 36-1115800

DATE April 7, 2025

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
The West Virginia Purchasing Division on behalf of the Agency, The WV Division of Forestry is soliciting bids from qualified vendors to establish a contract for PORTABLE RADIOS & ACCESSORIES as described per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO	SHIP TO
FORESTRY DIVISION OF 7 PLAYERS CLUB DRIVE DIVISION OF FORESTRY CHARLESTON WV US	FORESTRY DIVISION OF 1ST FLOOR 7 PLAYERS CLUB DR CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VEHICLE RADIOS & ACCESSORIES	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43191510			

Extended Description:
Refer to Exhibit A

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by March 27th, 2025 at 10:00am ET	2025-03-27

SOLICITATION NUMBER: Addendum Number:

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

CRFQ FOR2500000001

PORTABLE RADIOS & ACCESSORIES

- 1. The contract has an initial term of 1 year, with the possibility of 3 one-year renewals. Article 13 of the Terms & Conditions states the pricing is good for the life of the contract. Will we be able to adjust pricing after the initial term and each renewal term?**
A. No. The pricing submitted with the vendor's bid will be fixed firm pricing for the entirety of the contract.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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 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.

Motorola Solutions, Inc.

Company



Authorized Signature

April 7, 2025

Date

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

Revised 6/8/2012



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

State of West Virginia
Centralized Request for Quote
Audio/Video

Proc Folder: 1648331			Reason for Modification:
Doc Description: PORTABLE RADIOS & ACCESSORIES			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-03-13	2025-04-10 13:30	CRFQ 0305 FOR2500000003	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:
Vendor Name : Motorola Solutions, Inc.
Address : 809 Pinnacle Drive, Suite G
Street :
City : Linthicum Heights
State : MD **Country :** USA **Zip :** 21090
Principal Contact : Peter Marotta
Vendor Contact Phone: 304-860-5051 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

Vendor Signature X  **FEIN#** 36-1115800 **DATE** April 7, 2025

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
The West Virginia Purchasing Division on behalf of the Agency, The WV Division of Forestry is soliciting bids from qualified vendors to establish a contract for PORTABLE RADIOS & ACCESSORIES as described per the Specifications, Terms & Conditions and bid requirements as attached.

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FORESTRY DIVISION OF 7 PLAYERS CLUB DRIVE DIVISION OF FORESTRY CHARLESTON WV US	FORESTRY DIVISION OF 1ST FLOOR 7 PLAYERS CLUB DR CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VEHICLE RADIOS & ACCESSORIES	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
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Extended Description:
Refer to Exhibit A

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by March 27th, 2025 at 10:00am ET	2025-03-27

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. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

☐ 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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. 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.

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.

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 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.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline:

Submit Questions to:

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email:

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time:

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

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 Acknowledgement Form. 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.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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 **shall** 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.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 contract award to receive the preferences made available to resident vendors.

16. 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 § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. 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.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐

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☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

35. 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.

36. 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.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

(Signature of Authorized Representative)

Jeremy Binner, Territory Vice President; April 7, 2025

(Printed Name and Title of Authorized Representative) (Date)

985-634-8643

(Phone Number) (Fax Number)

jbinner@motorolasolutions.com

(Email Address)

REQUEST FOR QUOTATION
Portable Radios and Accessories

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Forestry (hereinafter Agency of WVDOF) to establish an open-end contract for portable radios and accessories as specified below. These contract items will be used by WVDOF employees and cooperators and must have the capability to operate on the WV Statewide Interoperability Radio Network (SIRN) system and be approved by the National Interagency Fire Center (NIFC) communications division.
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 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“AES Encryption”** means advanced encryption standard and is a symmetric block cipher to protect classified information using keys during the encryption and decryption process.
 - 2.5 **“P25 Trunking”** means the standards for digital mobile radio communications designed for use by public safety organizations where voice traffic is automatically assigned to one or more voice channels by a repeater or base station.
 - 2.6 **“UHF”** means ultrahigh radio frequency in the range of 300 MHz and 3 GHz.
 - 2.7 **“VHF”** means very high frequency and is the range of radio frequency electromagnetic waves from 30 to 300 MHz.
 - 2.8 **“West Virginia SIRN”** means the West Virginia Statewide Interoperable Radio Network (SIRN), which is a collaborative effort by state, county and municipal public safety entities to establish and maintain a statewide interoperable radio network for emergency service. See <https://sirn.wv.gov/Pages/faq.aspx>, also included as Exhibit B.

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2.9 “National Interagency Fire Center (NIFC) Communications Division” means the Agency responsible for communications for interagency operations on wildfire response throughout the United States. See the following link: https://www.nifc.gov/sites/default/files/NIICD/docs/approved_radios.pdf, also included as Exhibit C.

2.10 “Legacy Cloning” refers to the capability of the radio programming from one radio to be transferred to another radio without a computer via a cabled connection, including past generations of radios from the same manufacturer over the last (20) years.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. **However, actual quantities ordered may vary.** Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 BK Technologies BKR9000 Multi-Band P25 Portable Digital Radio or Equal, as approved by the WVSIRN and NIFC (See WVSIRN Exhibit B and NIFC Exhibit C for approved equivalent brands).

3.1.1.1 Radio must be on the approved radio list as provided by WVSIRN. See Exhibit B.

3.1.1.2 Radio must be approved by the National Interagency Fire Center (NIFC) Communications Division and on the list of approved radios. See Exhibit C.

3.1.1.3 Radio shall meet all Level 1 requirements as approved by WVSIRN.

3.1.1.4 Each radio shall be programmed with software, firmware, and licenses prior to delivery.

3.1.1.5 Firmware and software updates shall be no additional cost to the Agency for the life of the unit.

3.1.1.6 Radio must be capable of legacy cloning.

3.1.1.7 At a minimum, the radios shall meet or have the following:

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- 3.1.1.7.1** minimum of 700/800 MHz VHF, UHF range 1
- 3.1.1.7.2** Range 1, VHF minimum of 136 MHz and maximum of 174 MHz
- 3.1.1.7.3** Range 1, minimum UHF Range of 380MHz and maximum of 520 MHz
- 3.1.1.7.4** 9600 Baud digital APCO P25 Phase 1 FDMA and Phase 2 TDMA trunking
- 3.1.1.7.5** Must be able to scan all approved channels
- 3.1.1.7.6** P25 authentication
- 3.1.1.7.7** GPS location tracking via analog and digital methods
- 3.1.1.7.8** Dual noise canceling microphones
- 3.1.1.7.9** Single antenna, including cable and connectors for the radio
- 3.1.1.7.10** Software keys
- 3.1.1.7.11** Two Li-On Batteries per unit
- 3.1.1.7.12** Full color LCD display
- 3.1.1.7.13** Backlight for display
- 3.1.1.7.14** Direction and navigation keys
- 3.1.1.7.15** Full Keypad
- 3.1.1.7.16** AC charger with minimum of two (2) bays for charging of radio and spare battery
- 3.1.1.7.17** Extended Range VHF antenna option
- 3.1.1.7.18** Double AA clamshell battery pack

- 3.1.1.8** All radios must have a minimum 5 year warranty that starts from the date of shipment to the Agency. Warranty shall include shipping costs for warranty repairs both to and from the repair center. All warranty repairs must be returned to the Agency within fourteen calendar days from receipt at the repair facility.

3.1.2 LITHIUM ION BATTERIES

- 3.1.2.1** SURPASS™ Ultra-High Capacity Battery Pack, Li-Ion 4900 mAh, IP68, or equal.
- 3.1.2.2** Batteries must be compatible with contract item 3.1.1 as stated or awarded.

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3.1.3 Programming Cables

3.1.3.1 Programming cables must be compatible with contract items as stated or awarded in 3.1.

3.1.3.2 Cables are used for radio programming, test and alignment.

3.1.4 Hi Temperature Remote Speaker Microphone

3.1.4.1 Heavy-duty remote speaker/microphone, high-temperature rated, 3.5 mm audio jack, IP68 submersible, programable toggle switch, emergency button, high-visibility yellow housing.

3.1.4.2 Earpiece must be compatible with contract items as stated or awarded in 3.1.1.

3.1.4.3 Receive only earpiece with a maximum 3.5mm tube and rubber ear tip.

3.1.5 Portable Radio Travel Charger

3.1.5.1 Travel charger shall work with contract item 3.1.1 as stated or awarded.

3.1.5.2 Contract item shall be a small compact design, allowing the radio to be used while rapid charging in the base.

3.1.5.3 Shall include all necessary equipment for complete vehicular installation.

3.1.5.4 Device shall provide a minimum of 2 USBC charging ports for other accessories.

3.1.5.5 Shall have a minimum manufacturer warranty of one year.

3.1.5.6 Should be black.

REQUEST FOR QUOTATION
Portable Radios and Accessories

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing **each unit cost, multiplying the unit cost by the estimated quantity for each contract item, and then provide an extended price. The extended prices will be added together to make the Total Cost.** Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

VENDOR MUST RETURN A COPY OF THE PRICING PAGE (EXHIBIT A) WITH THE BID. VENDOR SHOULD PROVIDE SPEC SHEETS FOR "OR EQUAL" ITEMS WITH THE BID. THESE ITEMS WILL BE REQUIRED PRIOR TO A CONTRACT AWARD.

The Pricing Pages contain a list of the Contract 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.

VENDOR SHOULD LIST BID AS LUMP SUM IN WVOASIS AND ATTACH THE EXHIBIT A PRICING PAGE, IF BIDDING THROUGH WVOASIS.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Brandon.L.Barr@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required

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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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.1.1 Agency may order as little as one device at a time, depending on need and budgeting.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

5.2.1 Vendor name, address, and items must match the contract exactly to avoid payment processing delays.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 60 working days after orders are received. Vendor shall deliver emergency orders within 5 working 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.

6.1.1 Deliveries are accepted Monday through Friday 8:00am ET to 5:00pm ET. This may be considered by couriers as an inside delivery. There are no steps to the delivery area, it's flat ground from the parking area. Delivery will be to the main lobby and couriers shall be responsible to unload and transport items to the lobby.

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. 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.

REQUEST FOR QUOTATION
Portable Radios and Accessories

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract 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. 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. VENDOR DEFAULT:

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

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Portable Radios and Accessories

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 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.
- 8.4 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. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

EXHIBIT A – Pricing Page
CRQM 0305 FOR2500000001
PORTABLE RADIOS AND ACCESSORIES

Section	Description	Manufacturer and Model if Bidding "or Equal" products	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
3.1.1	BK Technologies BKR9000 Multi-Band P25 portable radio or equal, as approved by the WVSIRN & NIFC. Includes BKR-BAB All Bands Activated (VHF,UHF, 700/800) BKR0579 Phase 1 and BKR0593 Phase 2 Trunking Features, BKR0893-148-E20 All Band Antenna, BKR0303-2 Two Bay Desktop Charger	BKR9000-T3.5BS	EA	150		\$ -
3.1.2	Lithium-Ion Batteries	BKR0102	EA	300		\$ -
3.1.3	Programming cables, BK Technologies Programming Cables, or equal	BKR0710	EA	12		\$ -
3.1.4	Hi Temperature Remote Speaker Microphone	BKR0206	EA	150		\$ -
3.1.5	Portable Radio Travel Charger	BKR0355	EA	125		\$ -
3.1.1.7.17	BKRangeMax™ Antenna, Portable, VHF,136-174 MHz, 1/4 wave, whip 20", built-in GPS Antenna, Orange or Equal	BKR0813	EA	150		\$ -
3.1.1.7.18	Clamshell AA Battery Pack, Orange	BKR0122	EA	300		\$ -
					TOTAL	\$ -

Please note: This information is being captured for auditing purposes.

**** ESTIMATED QUANTITIES ARE FOR BIDDING PURPOSES ONLY. Actual Qty ordered MAY VARY.**

****Pricing sheet shall be completed and returned with the bid.**

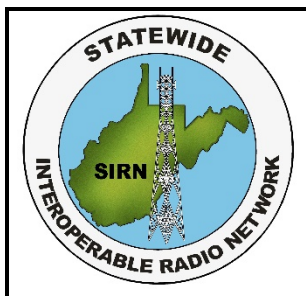
Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

BIDDER /VENDOR INFORMATION:

Vendor Name:	
Address:	
City, St. Zip:	
Phone No.:	
Email Address:	

Vendor Signature:

Date:



Standard Operating Procedure

Title / Subject

Radio Equipment Requirements & Approved Equipment List

References/Updates:

Updated: 05/13/2024

Table of Change

1.	Add Intro/Purpose, Definitions, Modifications to 3a, 3e,	Page 1
2.	Add F v., G, J xi, and Modifications to J ix.	Page 2
3.	Add K ii 11.	Page 3
4.	Updated section numbers and added a new section 4.	Page 4

1. Introduction/Purpose

This policy relates to the addition of any radio equipment into the West Virginia Statewide Interoperable Radio Network (WV SIRN) and spells out the requirements for all radio manufacturers to have their equipment approved. This policy will also categorize radios into various levels according to the radios feature set and capabilities.

2. Definitions

All definitions are located in the "Definitions" document located on the SIRN Website at www.sirn.wv.gov.

3. Radio Equipment Requirements

- a. No equipment shall be programmed or attempted to be used with the SIRN that is not listed on the SIRN Approved Equipment List (SIRN AEL), as set forth by the SIEC.
- b. The SIRN AEL shall be based on criteria to establish minimum operating standards and not based on a specific manufacturer(s).
- c. The SWIC shall publish an updated SIRN AEL on the SIRN website as soon as reasonably possible after changes have been made.
- d. No radio activations, unless approved by the SIEC Technical Committee for official testing, shall be made for equipment not approved.
- e. Per FCC Licensing, mobile unit output power is limited to no more than 50 watts.

- f. The approved radios will be broken down in the following format utilizing 5 Levels
- i. Level 1; Radios in this section shall meet or exceed ALL of the below criteria
 - 1. At least 3000 Channels
 - 2. Mixing Conventional and Trunking Channels in the Same Zone
 - 3. Scanning Conventional and Trunking in the Same Scan List
 - 4. TDMA (Phase 2) Enabled
 - 5. Capable of AES Encryption with Multi-Key
 - 6. Display capable of at least 14 characters
 - ii. Level 2; Radios in this section shall meet or exceed ALL of the below criteria
 - 1. At least 1000 Channels
 - 2. Mixing Conventional and Trunking Channels in the Same Zone
 - 3. Scanning Conventional and Trunking in the Same Scan List
 - 4. TDMA (Phase 2) Enabled
 - 5. Capable of AES Encryption with Multi-Key
 - 6. Display capable of at least 12 characters.
 - iii. Level 3; Radios in this section will meet 1 or more of the below criteria
 - 1. NOT Capable of AES Encryption with Multi-Key
 - 2. At least 512 Channels
 - 3. TDMA (Phase 2) Enabled
 - 4. NOT Capable of Mixing Conventional and Trunking Channels in the Same Zone
 - 5. NOT Capable of Scanning Conventional and Trunking in the Same Scan List
 - iv. Level 4; End of Life but working properly (i.e. Motorola XTS & XTL, or APX 7000). Radios that are End of Life from their manufacturer, yet still function properly. They do not have the same functionality or available features of newer radios. **CAUTION WHEN PURCHASING USED RADIOS. Be sure to confirm Firmware and software versions, and radio feature sets. Feature sets must include 9600 baud (P-25 trunking). In addition, they should include P-25 CAI. If encryption is desired it should be AES and multikey is preferred if an option. Early versions of radios may not function properly on the SIRN system, even though they may appear to function properly. If a radio is determined to not function properly and causes any issues, it may be “turned off” to prevent system issues. Radio’s that do not function properly may be turned off in the system if their use causes users to perceive a negative perception of the capabilities of the SIRN.**
 - v. Level 5 – Pending Manufacturer Actions – These radios have been reported to the manufacturer with a noted performance issue that is awaiting a fix. The fix will be tested and confirmed as acceptable prior to that model of product being put back on the approved list for purchase.

- vi. Level 99 – No longer recommended for use (End of life or NOT working properly). The radio listings in Level 99 are no longer being supported by the manufacturer or have identified operational issues when used on SIRN. While the device may still work to some level of usability on SIRN, the radio has noted significant issues. The radio is NOT RECOMMENDED for use or purchase by the SIEC.
- g. Site equipment (such as new sites or related equipment) will be evaluated on a case-by-case basis. Please refer to the Standard Operation Procedure for “**Adding Astro Site Repeater Sites**”. Parties interested in purchasing a new site shall contact the SWIC to begin the process.
- h. Testing of radio equipment (new or currently approved equipment) or testing of parameter changes shall only be conducted with prior approval of the SIEC Technical Committee.
- i. No vendor shall conduct radio testing of parameters or equipment that is not approved by the SIEC Technical Committee.
- j. In order for radio equipment to be properly categorized and accepted for use on the system the following testing process has been established:
 - i. A vendor shall submit a request to the SWIC to have a device tested.
 - ii. A vendor shall appoint a single point of contact representing the vendor and the appointed tester.
 - iii. The SWIC or designee will coordinate with the Chair of the SIEC Technical Committee to assign the initial testing of the device to the most appropriate person. All equipment submissions must include the radio and accessories needed to operate the unit, non-expiring programming software that does not require an internet cloud or internet connect to install and function, and cables if requested and any needed technical support to program and test the radios.
 - iv. The SIEC will test the radios to demonstrate proper operation and notify the vendor of any issues and make reasonable attempts to resolve minor issues.
 - v. After acceptance, the SIEC Technical Committee will determine the appropriate Level of Acceptance and suggest to the SIEC the Approval of the equipment.

- vi.** After SIEC approval of the radios it will be added to the SIRN AEL. If not approved, the reason(s) will be conveyed to the vendor who has the opportunity to correct the issues and resubmit for testing.
- vii.** Any vendor who desires to have their approved product placed on the SIRN AEL must provide 4 each of the following:
 - i. Radios for inclusion in the Approved Equipment List
 - ii. Belt Clips/Holsters
 - iii. Remote speaker microphones
 - iv. Chargers
 - v. Programming Cables
 - vi. Encryption cables for use with the Motorola KVL
 - vii. Programming software that does not expire
 - viii. Software system key
 - ix. Provide master hardware key if available with 4 daughter keys)
 - x. Portal address with 4 user names and passwords for programming software and firmware updates (One credential shared amongst four users is acceptable)
- viii.** Said radios will be usable as well as non-expiring programming software for the duration of that radio's life span or for the length of time said radio is on the approved equipment list. All equipment must be tested for no less than 30 days and will only be approved at a regularly scheduled meeting of the SIEC.
- ix.** Vendors knowingly selling equipment that is not approved will be reported to the appropriate officials for investigation. The SIEC reserves the right to remove manufacturers from the SIRN AEL that have vendors routinely selling equipment not meeting the specifications for use on SIRN.
- x.** The SIEC will only test and approve radios based on the data available from the vendors and the configuration of the radio sent for testing. Please submit properly equipped radios and proper documentation with the radios for testing. Radio features (ie. Encryption, TDMA, etc.) that are not included in the radio cannot be tested, and will not be able to be approved at the level the option is required.
- xi.** It is recommended that radios be equipped with any and all options available for the radio model. A 4000-channel radio that is provided with 2000 channels will be a Level 2 radio as it was not tested with the requirement for Level 1. Include absolutely anything you want tested now and in the future. Updating options released later will potentially require testing prior to release of that option being available for sale. No feature shall be

approved without prior recommended approval of the Technical Committee to the SIEC.

xii. The SIRN AEL and testing process is based on properly equipped radios.

xiii. Radio programming shall not necessitate a connection to the internet by the radio or the programming computer. All programming shall be possible via a programming cable using a computer that is not connected to the internet. Programming only via an internet cloud site is not acceptable. WIFI connectivity and programming is desirable.

k. In order to establish proper operation with the existing system and user equipment the following criteria has been established

i. Required – All equipment must meet these criteria for approval. If at any time the equipment is found to not meet these requirements it will be immediately removed.

- 1.** Adjustable time-out timer – Programmer must be able to enter values from 30 seconds to 120 seconds.
- 2.** Busy Channel – The radio must alert the user that they are attempting a PTT on a busy channel; the radio must give audible warning to the user as long as the PTT button is pressed.
- 3.** Busy Queuing and Call Back – The radio will notify the user (Both Visual and Audible) that the system is busy and when a talk channel is available the radio will notify the user they can now transmit.
- 4.** Capable of operation at least from 400-470 MHz – Wider operation is acceptable; this is due to the SIRN implementing sites in the 400-410 range.
- 5.** Conventional Radio Channels – Must be able to populate the radio with conventional channels as well as trunking.
- 6.** Dynamic Regroup capability – Must be able to dedicate a channel and place that channel in a zone/group on any channel spot.
- 7.** Full Spectrum Control Channel Scan – Must automatically search for available control channels.
- 8.** Multi-Zone Roaming – The radio must allow operation on a multizone controlled system.

- 9. Out of Range Indication** – The radio must alert the user (visually and audible) that the radio is out of system range. Audible and/or visual indication should be selectable by the programmer.
 - 10. Radio inhibit capability** – The radio must be able to be rendered nonoperational by the inhibit command from the Astro platform. This feature must be enabled based on the loading of the WV SIRN system key and locked in a manner that it cannot be disabled by a programmer with the radio programming software.
 - 11. Return to affiliation after conventional channel activity** – The radio must be able to be changed from trunking to conventional and back to trunking and reaffiliate without any user interaction other than channel changes.
 - 12. Return to affiliation after Out of Range** – The radio must return to system operation after it has gone out of system range without user interaction.
 - 13. Site Trunking Notification** – The radio must give the programmer the option to set audible, visual or both alerts to the user when the radio senses a Site Trunking situation.
 - 14. Site Trunking Roaming to Wide Area Sites** – The radio shall, without user interaction, search for and roam to wide area sites, if available, when a Site Trunking situation is indicated.
 - 15. Talkgroup Call** – The radio must be able to transmit and receive on the programmed talkgroups.
 - 16. Operational TDMA (APCO P-25 Phase II)**
- ii. Optional Features** – These features will be tested if present and the results noted, but they are not required for approval. Users should check with the vendor to ensure the radio they are purchasing has the Optional Features they desire.
- 1. Ability to software program a radio for single site operation**
 - 2. Ability to mute all or select Alert Tones**
 - 3. Call Alert (Encode and Decode), Both Trunking and Conventional**
 - 4. Emergency Alarm (Encode and Decode)**
 - 5. Operator Programmable Scan List**
 - 6. Operator Programmable Zone List**

7. P-25 CAI Operation
8. PTT Unit ID/Alias Display
9. RSSI Indication
10. Secure Operation (Other than AES) & Multi-key Operation

iii. *Scanning* – The capability of scanning is handled differently between vendors and subscriber units and not all makes/models handle scanning the same. The utilization of scan in any radio has the potential for a responder to miss received audio. If the scan feature is deemed necessary by a user or agency, the following are possible scan configurations and noted issues with each.

1. *Non-mixed mode scan* – Trunked talkgroups and conventional channels can NOT be combined into the same scan list.
2. *Mixed mode type scan* – It is possible to combine a trunked talkgroup and a conventional channel into the same scan list, but there is no priority given to any list member.
3. *Priority Mixed Mode Scan* - it is possible to combine trunked talkgroups and conventional channels into the same scan list and be able to assign a priority to a member of that list.
4. *Priority Scan* - Scan that involves EITHER talkgroups or conventional channels, but not a mix of both. This type of scan is normally available in most manufacturers.

I. Requirements of Manufacturers – The following are general requirements of the manufacturer for their radios to be considered for the Approved Equipment List. This policy section became effective January 1, 2018.

i. Firmware updates

1. The manufacturer must provide field installable firmware as needed to address functional issues with the radio. This must be provided free of charge and may not require the use of an external USB/Key type device.
2. The manufacturer must provide an online portal for firmware downloading, as updates are released. Access to this portal and downloads will start at time of testing and continue until the radio is no longer on the SIRM AEL for all radios of that type on the system.

ii. Software updates

1. The manufacturer must provide field upgradable software as needed to keep software updated to the current version.

2. The manufacturer must provide an online portal for software downloading, as updates are released. Registration and login requirements are acceptable.

- iii. A reasonable fee for software licensing is acceptable. Software must be provided at no cost for testing purposes of equipment.

Note: Most radio manufactures have options when ordering equipment. The tested and approved equipment should be reviewed and the purchaser should ensure that a radio is properly configured before purchasing. Proper Make and Model numbers do not always indicate proper configuration. Purchaser should not completely rely solely on vendor suggestions.

4. Connected applications and services

The West Virginia SIEC also takes notice of the new forms of technology that supplement or augment the traditional Land Mobile Radio (LMR) system. These forms of technology come in many forms with interconnectivity ranging from directly connected infrastructure, broadband, and donor radios just to name a few. As new technology opportunities are made available to the SIEC, each will be tested, and results will be reported. No connected app or service is considered to be a life safety initiative that fully replaces a traditional LMR radio subscriber unit. The list of connected apps and services listed in Section 6 are the only ones that have been tested and approved for use on or in conjunction with the traditional SIRM LMR system.

5. SORN Approved Equipment List

Type	Level	Make	Model	Programming Software	!!! NOTE !!! ALL RADIOS MUST BE UHF 400-470 MHz
LEVEL 1					
Portables					
	1	Andinion	2-P00	R/S	
	1	Johnson	P600	Arada	
	1	Johnson	P8000	Arada	
	1	arris	L200P	arris RPM	
	1	Knood	-5300	D1	
	1	Knood	T-5330	D1	
	1	Knood	P-5330	Arada	
	1	Knood	P-6330	Arada	
	1	Motorola	AP-6000	AP CPS	
	1	Motorola	AP-7000	AP CPS	
	1	Motorola	AP-8000	AP CPS	
	1	Motorola	AP-000t	CPS Onlin	
	1	Technologies	R 000	R/S	
Mobiles					
	1	arris	L200M	arris RPM	
	1	Knood	M7000	Arada	
	1	Knood	-5800	D1	
	1	Knood	T-5830	D1	
	1	Knood	M-5830	Arada	
	1	Knood	M-6830	Arada	
	1	Motorola	AP-6500	AP CPS	
	1	Motorola	AP-7500	AP CPS	
	1	Motorola	AP-8500	AP CPS	
LEVEL 2					
Portables					
	2	Andinion	-P00	R/S	
	2	arris	-25P	arris RPM	
	2	arris	-75P	arris RPM	
	2	arris	nit-100	arris RPM	
	2	arris	P7300	arris RPM	

Type	Level	Make	Model	Programming Software	!!! NOTE !!! ALL RADIOS MUST BE UHF 400-470 MHz
	2	Motorola	AP□-□000	AP□ CPS	
Mobiles	2	□□ndi□-□in□	□□□□00M	R□S	
	2	□arris	□□-25M	□arris RPM	
	2	□arris	□nit□□□-100M	□arris RPM	
	2	□arris	M7300	□arris RPM	
	2	Motorola	AP□-□500	AP□ CPS	
LEVEL 3					
Portables	3	ICOM	IC-□□021	ICOM Soft□ar□	Cannot Scan Con□□ntional and Trun□in□ in t□□sa□□ list. □ot capa□□o□ op□rator pro□ra□□a□ □ scan list
	3	□arris	P3300	□arris RPM	□o □ncr□ption
	3	□□n□ood	T□-5320	□P□-112	□ ill □ot □i□ Con□□ntional and Trun□in□ in t□□sa□□ □on□. Cannot Scan Con□□ntional and Trun□in□ in t□□sa□□ list
	3	Motorola	AP□-□00	AP□ CPS	Onl□512 C□ann□s □o A□S □ncr□ption
	3	Motorola	AP□-1000	AP□ CPS	Onl□512 C□ann□s □o A□S

Type	Level	Make	Model	Programming Software	!!! NOTE !!! ALL RADIOS MUST BE UHF 400-470 MHz
					Encryption
Mobiles	3	Garmin	M3300	Garmin RPM	No Encryption
	3	ICOM	IC-521	ICOM SoftStar	Cannot Scan Conventional and Trunk in the same list
	3	Kenwood	T-5820	PC-112	Will not do Conventional and Trunk in the same zone. Cannot Scan Conventional and Trunk in the same scan list
	3	Motorola	AP-1500	AP CPS	Not capable of multi- Encryption

LEVEL 4 - Level 4; End of Life but working properly (i.e. Motorola XTS & XTL, or APX 7000). Radios that are End of Life from their manufacturer, yet still function properly. They do not have the same functionality or available features of newer radios. Note specific comments above in Section 3.f.iv.

Type	Level	Make	Model	Programming Software	!!! NOTE !!! ALL RADIOS MUST BE UHF 400-470 MHz
Portables					
		Kenwood	10 Series 3	PC-5D	
		Johnson	51 Series	PC Converter	
		Garmin	P500	Garmin RPM	Interacts 01216 Requires manual

					is 50-70
		arris	C15P	arris RPM	001216 runcran is 50-70
		Motorola	TS-1500	TS CPS	
		Motorola	TS-2500	TS CPS	
		Motorola	TS-5000	TS CPS	
		Tait	TP1	Tait Softar	
Mobiles					
		Good	10 Series 3	P-5D	
		Johnson	53 Series	PC Conur	
		Motorola	TL-1500	TL CPS	
		Motorola	TL-2500	TL CPS	
		Motorola	TL-5000	TL CPS	
		Tait	TM1	Tait Softar	

LEVEL 99 – No longer recommended for use (End of life and not working properly). The radio listings in Level 99 are radios that are no longer being supported by the manufacturer. While the device may still work to some level of usability on SIRN, the radio has noted significant issues. The radio is NOT RECOMMENDED for use or purchase by the SIEC. Equipment with currently assigned Radio ID's and active on the SIRN may continue to be operated on the SIRN. Equipment listed in this section is no longer authorized to be newly activated on the SIRN.

Portables		Good	10 Series 2	P-5D	Limited support from the manufacturer. Poor road in availability of future firmware updates and that is currently available.
Mobiles		Good	10 Series 2	P-5D	Limited support from the manufacturer. Poor road in availability of future firmware updates and that is currently available.

Tested Connected apps and services

App or Service	Brand/Endor	Status	Usage/Notes
Inter-Site Inter-System	Motorola Solutions	Operational	Allows a direct radio system to be integrated into the SIR Astro System. <i>Significant ongoing costs to all parties involved.</i>
Critical Connect	Motorola Solutions	Operational	Allows for other radio technologies to be integrated into a radio LMR system.
Call	Motorola Solutions	Operational	Push-To-Talk application for smart devices. Carrier-agnostic. Allows for road and on-road and LMR talkgroup integration directly into Astro system so as to analyze and LRM administrators. See all recurring cost to end users.



National Interagency Incident Communications Division



August 29, 2024

To: Radio Users

From: Chief, National Interagency Incident Communications Division

Subject: Approved Radios

The following is a consolidated list of Fire Approved Radios for use by all federal employees and all personnel under contract with the federal government working on wildland fires, as well as Cooperator Aviation Radios and Radios Approved for Forest Health Protection. These are the only approved radios for interagency fire and Forest Health Protection use.

1. Fire Approved Radios

The following radios are currently approved for interagency fire use. No new “analog only” radios will be added to this list.

VHF-AM

VHF-AM radios do not receive fire approval. Any FCC approved VHF-AM radio is acceptable. All VHF-AM radios used in aircraft shall meet the appropriate Technical Standard Order (TSO) category.

VHF-FM

Analog Portable Radios^{1, 2}

B/K GPH5102X

Analog Mobile Radios^{1, 2}

B/K GMH

P25 Digital Portable Radios

BK Technologies (formerly B/K)	GPH5102X upgraded to P25 digital ³
BK Technologies (formerly Relm Wireless)	DPH5102X
BK Technologies (formerly Relm Wireless)	DPHX5102X
BK Technologies (formerly Relm Wireless)	KNG-P150
BK Technologies (formerly Relm Wireless)	KNG-P150S
BK Technologies (formerly Relm Wireless)	KNG2-P150
BK Technologies	BKR5000
BK Technologies	BKR9000
Datron	Guardian G25PRV100
Midland	STP105B
Motorola	XTS 2500 ⁴
Motorola	XTS 5000 ⁴
Motorola	VX-P949
Thales	25 PRC-6894

P25 Digital Mobile Radios

BK Technologies (formerly B/K)	GMH upgraded to P25 digital ³
BK Technologies (formerly Relm Wireless)	DMH5992
BK Technologies (formerly Relm Wireless)	DMH5992X HP
BK Technologies (formerly Relm Wireless)	KNG-M150
Datron	G25RMV100
Datron	G25RMV110
Datron	G25ASU001
Kenwood	TK-5710
Kenwood	TK-5720
Kenwood	NX-5700
Midland	STM-1050B
Midland	STM-1055B
Midland	STM-1115B
Motorola	APX6500

P25 Digital Aeronautical Radios

Cobham (formerly Northern Airborne Technology)	NPX136D-000 ⁵
Cobham (formerly Northern Airborne Technology)	NPX136D-070
Technisonic Industries	TDFM-136
Technisonic Industries	TDFM-136NV
Technisonic Industries	TDFM-136A
Technisonic Industries	TDFM-136A/NV
Technisonic Industries	TDFM-136B ⁶

Technisonic Industries

TDFM-136B/NV⁶

UHF-FM

P25 Digital Portable Radios

BK Technologies (formerly Relm Wireless)	KNG-P400
BK Technologies (formerly Relm Wireless)	KNG-P400S
BK Technologies (formerly Relm Wireless)	KNG2-P400
Midland	STP404A
Motorola	XTS 2500 ⁴
Motorola	XTS 5000 ⁴

P25 Digital Mobile Radios

BK Technologies (formerly Relm Wireless)	KNG-M400
Kenwood	TK-5810
Kenwood	TK-5820
Midland	STM-4040A
Midland	STM-4045A

Multi-band

P25 Digital Portable Radios Capable of Operating in More Than One Frequency Band – 136-174 MHz, 380-520 MHz, 700-800 MHz, trunked

Thales	Liberty
BK Technologies	BKR9000

P25 Digital Aeronautical Radios Capable of Operating in More Than One Frequency Band – 136-174 MHz, 380-520 MHz, 700-800 MHz, trunked

Technisonic Industries	TDFM-9000 ⁷
Technisonic Industries	TDFM-9100 ⁷
Technisonic Industries	TDFM-9200 ⁷
Technisonic Industries	TDFM-9300 ⁷

2. Cooperator Aviation Radios Accepted for Fire Use

Aviation is a dynamic environment and aviation radios are generally complex. Some basic guidelines are provided below so all parties can effectively communicate. These are:

- Contain at least one conventional P25 digital VHF-FM RF module/transceiver operating from 136 to 174 MHz with front panel programmability (FPP).
- Any of the following options are acceptable to meet the Air Guard requirement (TX & RX 168.6250 MHz, TX CTCSS 110.9 Hz):
 - A second conventional P25 digital VHF-FM RF module/transceiver operating from 136 to 174 MHz with FPP.
 - A non-FPP conventional P25 digital VHF-FM RF module/transceiver operating from 136 to 174 MHz with a preset channel dedicated to Air Guard.
 - A P25 digital trunked VHF-FM RF module/transceiver operating from 136 to 174 MHz with a non-trunked preset channel dedicated to Air Guard.

These aeronautical radios are acceptable for Cooperator Aviation Radios Accepted for Fire Use.

AEM	MTP136D
Cobham	RT-5000/C-5000 ⁸
Cobham	RT-7000 ⁹
Technisonic Industries	TDFM-6000 Series ^{10, 11}
Technisonic Industries	TDFM-7000 Series
Technisonic Industries	TDFM-7300 Series

3. Radios Approved for Forest Health Protection

The following analog aviation radios are currently approved for US Forest Service (USFS) Forest Health Protection (FHP). FHP may also utilize approved P25 Digital Radios listed under Section 1: Fire Approved Radios. The below analog radios are not allowed to be used in any aspect of interagency fire (reconnaissance or air tactical).

Analog VHF-FM Aeronautical Radios¹²

AEM (formerly Northern Airborne Technology)	NTX138-050
Technisonic Industries	TFM-138 (serial number 1540 & up)
Technisonic Industries	TFM-138B/C/D
Technisonic Industries	TFM-500

Analog-only VHF-FM radios are not approved for DOI use unless a waiver is granted to the operating Bureau by the Telecommunications Systems Division (TSD) of the DOI Office of the Chief Information Officer (OCIO).

Questions concerning radios and requirements on this list can be directed to: Bill Forsyth (208-387-5720) bill.forsyth@usda.gov (portable and mobile radios) or Ken Tillbrook (208-387-5648) Kenneth.Tillbrook@usda.gov (aeronautical radios). Radio vendors may contact Bill Forsyth to submit products for evaluation for inclusion on the Fire Approved Radios list.

/s/

Mark Hilton

Chief, NIICD/NIFC

- ¹ Purchases of new analog radios are not recommended. At some point in the future, fire will require that only P25 digital radios be used.
- ² Several contracts specify that only P25 digital radios are acceptable. These “analog only” radios are not acceptable for contracts requiring P25 digital radios.
- ³ When a P25 digital radio is required and a BK GPH/GMH radio with P25 digital upgrade is used, the user must provide proof that the radio has been upgraded prior to it being accepted.
- ⁴ The Motorola XTS2500 and XTS5000 P25 digital portable radios are fire compliant when operating radio software R.15.00.05 or newer.
- ⁵ The Cobham (formerly Northern Airborne Technology) NPX136D-000 is only acceptable for fire when used as a substitute for the AUX-FM provisions and an Air Guard receiver for this radio is not contractually required. The NPX136D-000 is not acceptable as a stand-alone radio.
- ⁶ The Technisonic Industries TDFM-136B and TDFM-136B/NV are fire compliant when operating Radio Info: Main Code 1.1.4 or newer and has Modification #2 installed.
- ⁷ The Technisonic Industries TDFM-9000/9100/9200/9300 radios are highly dependent upon settings in Motorola’s CPS software. CPS software is very complex and settings should only be changed by a person trained in CPS use. TDFM-9000/9100/9200/9300 radios are fire compliant under the following conditions:
- Contain at least one conventional P25 digital VHF-FM RF module operating from 136 to 174 MHz with front panel programmability (FPP) enabled.
 - Any of the following options are acceptable to meet the Air Guard requirement (transmit & receive 168.6250 MHz with a transmit CTCSS tone of 110.9 Hz):
 - A second conventional P25 digital VHF-FM RF module operating from 136 to 174 MHz with FPP enabled.
 - A non-FPP conventional P25 digital VHF-FM RF module operating from 136 to 174 MHz with a preset channel dedicated to Air Guard.
 - A P25 digital trunked VHF-FM RF module operating from 136 to 174 MHz with a non-trunked preset channel dedicated to Air Guard.
 - Soft Keys (in order of use) (CPS = Menu Items):
 - Zone, FPP, Scan, Mute, Info.
 - The Zone containing FPP should be identified as “Zone 1 FPP” or similar. When only the Zone having FPP exists then the soft key “Zone” is not required.
 - Function Keys (CPS = Buttons - General):
 - F1 – Set to Monitor.
 - Keypad Keys (CPS = Switches):
 - M UP/M DN – Set as channel select.
 - TSW – Set as Blank (A)/PL Disable (B)/Blank (C).

- Power Knob:
 - Selections shall include Volume Adjust and Channel Changes.
- All features on the FPP screen shall be editable and have the ability to be saved to the selected channel.
- Other functions enabled:
 - DTMF operation
 - 90 second time-out-timer

⁸ Recommended RT-5000 transceiver versions are only those with MODs 34, 36, or 38 installed using a C-5000 controller with Software Identification 12 (SWID 12) loaded.

⁹ The Cobham RT-7000 radio, when using Motorola APX modules, is highly dependent upon settings in Motorola's CPS software. CPS software is very complex and settings should only be changed by a person trained in CPS use. At a minimum, the following FPP functions should be enabled: receive and transmit frequency edit, channel mode edit, receive and transmit CTCSS tone edit, receive and transmit network access code and talkgroup edit.

¹⁰ A Technisonic AMS-6000 Audio Panel is highly recommended when using the TDFM-6000 series radio.

¹¹ The Technisonic TDFM-6148 radio does not meet the basic guidelines for single radio installations.

¹² This category of approved radios will be removed once the USFS mandates that only P25 digital radios be used. Mandatory USFS P25 usage is anticipated in 2022.

EXHIBIT A – Pricing Page
CRQM 0305 FOR2500000001
PORTABLE RADIOS AND ACCESSORIES

Section	Description	Manufacturer and Model if Bidding "or Equal" products	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
3.1.1	BK Technologies BKR9000 Multi-Band P25 portable radio or equal, as approved by the WVSIRN & NIFC. Includes BKR-BAB All Bands Activated (VHF,UHF, 700/800) BKR0579 Phase 1 and BKR0593 Phase 2 Trunking Features, BKR0893-148-E20 All Band Antenna, BKR0303-2 Two Bay Desktop Charger	BKR9000-T3.5BS	EA	150	\$8,575.74	\$ 1,286,361.60
3.1.2	Lithium-Ion Batteries	BKR0102	EA	300	\$165.92	\$ 49,775.70
3.1.3	Programming cables, BK Technologies Programming Cables, or equal	BKR0710	EA	12	\$103.40	\$ 1,240.80
3.1.4	Hi Temperature Remote Speaker Microphone	BKR0206	EA	150	\$561.00	\$ 84,150.00
3.1.5	Portable Radio Travel Charger	BKR0355	EA	125	\$382.32	\$ 47,790.00
3.1.1.7.17	BKRangeMax™ Antenna, Portable, VHF,136-174 MHz, 1/4 wave, whip 20", built-in GPS Antenna, Orange or Equal	BKR0813	EA	150	\$81.00	\$ 12,150.00
3.1.1.7.18	Clamshell AA Battery Pack, Orange	BKR0122	EA	300	\$85.80	\$ 25,740.00
					TOTAL	\$ 1,507,208.10

Please note: This information is being captured for auditing purposes.

**** ESTIMATED QUANTITIES ARE FOR BIDDING PURPOSES ONLY. Actual Qty ordered MAY VARY.**

****Pricing sheet shall be completed and returned with the bid.**

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

BIDDER /VENDOR INFORMATION:

Vendor Name:	Motorola Solutions, Inc.
Address:	809 Pinnacle Drive, Suite G
City, St. Zip:	Linthicum Heights, MD 21090
Phone No.:	985-634-8643
Email Address:	jbinner@motorolasolutions.com


Vendor Signature:

April 7, 2025

Date:



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

State of West Virginia
Centralized Request for Quote
Audio/Video

Proc Folder: 1648331			Reason for Modification:
Doc Description: PORTABLE RADIOS & ACCESSORIES			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-03-13	2025-04-10 13:30	CRFQ 0305 FOR2500000003	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Motorola Solutions, Inc.

Address :

Street : 809 Pinnacle Drive, Suite G

City : Linthicum Heights

State : MD **Country :** USA **Zip :** 21090

Principal Contact : Peter Marotta

Vendor Contact Phone: 304-860-5051 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

Vendor Signature X  **FEIN#** 36-1115800 **DATE** April 7, 2025

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
The West Virginia Purchasing Division on behalf of the Agency, The WV Division of Forestry is soliciting bids from qualified vendors to establish a contract for PORTABLE RADIOS & ACCESSORIES as described per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO	SHIP TO
FORESTRY DIVISION OF 7 PLAYERS CLUB DRIVE DIVISION OF FORESTRY CHARLESTON WV US	FORESTRY DIVISION OF 1ST FLOOR 7 PLAYERS CLUB DR CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VEHICLE RADIOS & ACCESSORIES	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43191510			

Extended Description:
Refer to Exhibit A

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by March 27th, 2025 at 10:00am ET	2025-03-27

	Document Phase	Document Description	Page 3
FOR2500000003	Final	PORTABLE RADIOS & ACCESSORIES	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



April 9, 2025

Brandon Barr
Department of Administration
Purchasing Division
2019 Washington Street E
Charleston WV 25305

RE: CRFQ 0305 FOR2500000003

Dear Sir,

Motorola Solutions, Inc. ("Motorola") appreciates the opportunity to provide a response to the RFQ issued by the West Virginia Division of Forestry. Motorola has demonstrated the ability to provide unequalled servicing of Motorola subscriber and infrastructure products listed in the RFQ documents. The response consists of the completed documents as specified in the instructions, including the Motorola Customer Agreement or a negotiated version thereof and clarifications noted to terms and requirements of the RFQ. Motorola welcomes the opportunity to discuss, explain and negotiate of the terms and conditions highlighted in the Clarification response.

Motorola thanks you for the opportunity to respond. Any questions WV Division of Forestry have regarding this RFQ response can be directed to Peter Marotta at 304-860-5051 or via email petermarotta@motorolasolutions.com.

Sincerely,
Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read 'J. Binner'.

Jeremy Binner
Territory Vice President
North America Government Markets