



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

Request for Quotation

RFQ NUMBER
FOR1056

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 32
 304-558-0492**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

**RELM Wireless Corporation
 7100 Technology Drive
 West Melbourne, FL 32904**

SHIP TO

**DIVISION OF FORESTRY
 BUILDING 13
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 558-2788**

DATE PRINTED 05/30/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/14/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	60	EA		725-27 FIELD PROGRAMMABLE HAND HELD HIGH BAND RADIO BENDIX KING DPHX5102X-04 OR EQUAL	1,350.00	81,000.00
0002	60	EA		725-27 RAPID BATTERY CHARGER BENDIX KING LAA-0325 OR EQUAL	59.54	3,572.40
0003	60	EA		725-27 AA BATTERY HOLDER FOR RADIO BENDIX KING LAA-0139 OR EQUAL	23.10	1,386.00
<p>ANY ALTERNATE BID MUST CLEARLY STATE THE BRAND AND MODEL BEING QUOTED. FAILURE TO INDICATE ANY ALTERNATE BRAND WILL BE AN INDICATION THAT THE REQUESTED BRAND IS BEING BID.</p> <p>ANY BIDDER SUPPLYING AN ALTERNATE TO THE REQUESTED ITEM SHOULD PROVIDE COPIES OF THEIR SPECIFICATIONS WITH THE BID. ANY ALTERNATE BID WILL BE REQUIRED TO DEMONSTRATE THAT THE BRAND BEING BID IS COMPATIBLE WITH THE BENDIX KING PRIOR TO AWARD.</p>						85,958.40

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Shaw / Shaw** TELEPHONE **301-953-7952** DATE **6-9-06**
 TITLE **Sales + Contracting** REIN **59-3486297** ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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RELM Wireless Corporation
 7100 Technology Drive
 West Melbourne, FL 32904

SHIP TO

DIVISION OF FORESTRY
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 CHARLESTON, WV
 25312 558-2788

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/30/2006				

BID OPENING DATE: 06/14/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RADIOS MUST BE PROGRAMMABLE HAND-HELD PORTABLE RADIOS. MUST BE COMPATIBLE WITH EQUIPMENT BEING UTILIZED BY THE SURROUNDING STATE'S FIREFIGHTERS</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Shari Sharp</i>	321-953-7952	6-09-06
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
Sales + Contract Mgr.	59-3486297	

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



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DATE PRINTED 05/30/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/14/2006** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
(REV. 12/00) NOTICE AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED: SEALED BID BUYER: 32 RFQ. NO.: FOR1056 BID OPENING DATE AND TIME PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 321-676-4403 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Shari Sharp -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Shari Sharp</i>	TELEPHONE 321-953-7952	DATE 6-9-06
TITLE <i>Sales + Contract Mgr</i>	FAX 59-3486297	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED 05/30/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE 06/14/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ FOR1056 ***** TOTAL:						85,958.40

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Shari Sharpe** TELEPHONE **304-953-1952** DATE **6-9-06**
 TITLE **Sales + Contract Mgr** FEIN **59-3486297** ADDRESS CHANGES TO BE NOTED ABOVE

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

BK Radio DPH Digital Portable

DPH

P 2 5



The best value in high-specification P25 digital portable radios



Making reliable communications affordable

RELM BK
RADIO

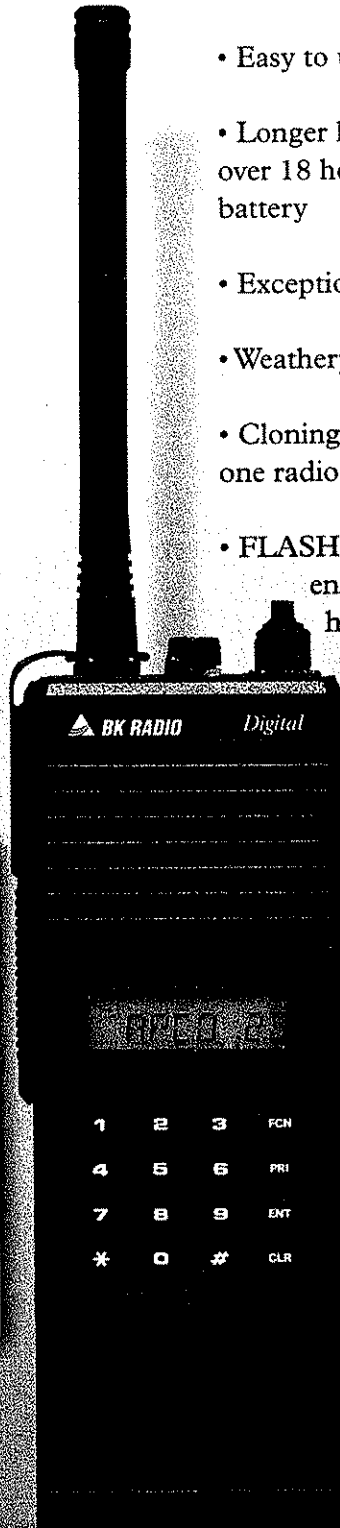


BK Radio DPH Digital Portable

The best value in high-specification P25 digital portable radios

- 400 channels, 25 user groups, 16 channels per group
- Programmable for digital, analog, or mixed-mode operation, with automatic mode detection and talkback
- 136-174 MHz frequency range
- 5 watts RF power output
- User-selectable network access codes and/or code guards
- Optional DES/AES digital encryption
- Rock-solid reliability – meets tough MIL-STD and NIFC fire certification specs
- Multi-level password-protected field- and computer-programming options

- Meets or exceeds APCO P25 specifications, including interoperability
- Easy to use, easy to program and customize
- Longer life between battery charges/changes – over 18 hours with new high-capacity lithium-ion battery
- Exceptional audio quality and clarity
- Weatherproof design
- Cloning technology transfers information from one radio to another automatically
- FLASH technology enables future enhancements via software instead of hardware changes
- Instant access via unit-to-unit Quick Call and Automatic Call Back



APCO Project 25 Trunking On The Way

On the leading edge of radio design, the BK Radio D Series digital portable is one of the first and few to incorporate technology that meets or exceeds the specifications and requirements of the public safety radio standard known as APCO Project 25 (P25). This includes interoperability with all manufacturers' radios also in compliance with strict P25 specifications.

Its next-generation design means that functions and features are software-driven, which enables built-in versatility, flexibility, intelligence, and the potential for future enhancements along with inherent efficiencies that result in significant cost savings without compromising or sacrificing quality, performance, reliability, or durability even under the most demanding conditions.

Windows-based programming is focused on the practical needs and requirement of the radio user. Despite a wide variety of options, the BK/Radio DPH portables are always easy to use – a critically important factor in emergency conditions.

Programming steps are simple – no matter how sophisticated the end result – so that all DPH units are especially easy to customize to the user's specific situation and requirements.

As a result of advanced engineering techniques, D Series radios have the lowest current drain of any P25 digital portable radio available today, which means significantly longer battery life between charges or changes. And with the new high-capacity lithium-ion battery, service cycles are extended to more than 18 hours.

All 400 channels can be programmed for digital operation, analog operation, or both. Frequencies programmed for mixed-mode operation recognize the format of a received signal and automatically transmit in the same format.

The D Series radio also has the ability to clone group information to or from other BK Radio models; the GPH, GMH, EPH and LPH.

Additional economies are realized by using the accessories you already have for other BK Radio units such as antennas, microphones, batteries, cloning and programming cables, and carrying cases.



RELM BK
RADIO

Making reliable communications affordable



BK Radio DPH Digital Portable

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AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: RELM Wireless Corporation # 709023631

Authorized Signature: Shari J Sharp Date: 6-9-06