



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
7095002

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2402**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

**Lloyd's Electronics
 Black Bear Paging & Internet
 10057 Emerson Ave.
 Parkersburg, WV 26104**

SHIP TO

**DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/10/2008				

BID OPENING DATE: **09/17/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME						
READS: 09/17/09 AT 1:30 P.M.						
TO READ: 09/17/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	300	EA		725-27	\$612.50	\$183,750
				LOW BAND DASH MOUNTED RADIOS		
***** THIS IS THE END OF RFQ 7095002 ***** TOTAL:						\$183,750 ⁰⁰

RECEIVED
 2008 SEP 17 A 8:32
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Crystal Padgett</i>	TELEPHONE <i>304-404-5670</i>	DATE <i>9-15-08</i>
TITLE <i>Sales Rep</i>	FEIN	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 \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy "

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 case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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09/02/2008				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	300	EA		725-27	\$ 612.50	\$183,750 ⁰⁰
LOW BAND DASH MOUNTED RADIOS OPEN END CONTRACT TO PROVIDE LOW BAND DASH MOUNTED MOBILE RADIOS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Crystal Padgett* TELEPHONE 304-464-5670 DATE 9-15-08
 TITLE Sales Rep FEIN 55-0724815 ADDRESS CHANGES TO BE NOTED ABOVE

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 304-558-2402

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/02/2008				

BID OPENING DATE: 09/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Crystal Padgett</i>	TELEPHONE 304-464-5670	DATE 9-15-08
TITLE <i>Sales Rep</i>	FEIN 55-0724815	ADDRESS CHANGES TO BE NOTED ABOVE

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



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BID OPENING DATE: **09/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 04/11/2001						
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
EXHIBIT 10						
REQUISITION NO.: 7095002						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 ✓						
NO. 2						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Oyeta Padgett</i>	TELEPHONE 304-464-5670	DATE 9/15/08
TITLE <i>Sales Rep</i>	FEIN 55-0724815	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: center;"> <i>Crystal Padgett</i>..... SIGNATURE <i>Lloyd's Electronics</i>..... COMPANY <i>9-16-08</i>..... DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">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>						

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<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>(<input checked="" type="checkbox"/>) 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 HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(<input checked="" type="checkbox"/>) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN</p>						

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<p>THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p>						

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BID OPENING DATE: 09/17/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>Cystal Padgett for Lloyds Electronics</i></p> <p>DATE: <i>9-15-08</i></p> <p>SIGNED: <i>Cystal Padgett</i></p> <p>TITLE: <i>Sales Rep</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Cystal Padgett* TELEPHONE *304-464-5670* DATE *9-15-08*

TITLE *Sales Rep* FEIN *55-0724815* ADDRESS CHANGES TO BE NOTED ABOVE

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



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
7095002

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Lloyd's Electronics
Black Bear Paging & Internet
10057 Emerson Ave.
Parkersburg, WV 26104

SHIP TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV
26201 **304-472-1750**

DATE PRINTED 09/02/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 09/17/2009		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 7095002</p> <p>BID OPENING DATE: 9-17-08 (per Add #1)</p> <p>BID OPENING TIME: 1:30 pm</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-464-4146</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): CRYSTAL PADGETT</p> <p style="text-align: right;">\$612.50 per unit</p> <p>***** THIS IS THE END OF RFQ 7095002 ***** TOTAL: <u>\$183,750.00</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Crystal Padgett</i>	TELEPHONE 304-464-5670	DATE 9-15-08
TITLE <i>Sales Rep</i>	FEIN 55-0724815	ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS FOR MOBILE RADIOS
NO. S. E. 650-02

LOW BAND DASH MOUNT MOBILE RADIOS

1.0 Purpose

It is the purpose of these specifications to describe Low Band dash mount mobile radios (hereinafter referred to as "units") to be purchased for use by the West Virginia Division of Highways; to define the provisions to be contained in proposals for the sale of said units to the division; establish a schedule for delivery and the criteria for gauging the compliance of the bidder, his proposal and his unit to these specifications.

2.0 Bidders Compliance Report

Each proposal submitted should be accompanied by a Bidders Compliance report completed in detail and signed by the bidder. Failure to submit this report, completed entirely, shall subject the bidder to automatic disqualification.

3.0 Representative unit for test

The successful bidder shall furnish the West Virginia Department of Transportation, Division of Highways one (1) representative unit, to be tested and evaluated by the Department. Unit must be set up on 47.28 MHz, as the test frequency with a sub tone of 71.9 Hz. The radio must be pre-tested and operational on delivery. Time period for testing and evaluation to be seven (7) calendar days following delivery of the unit. The Department shall incur no obligation for deterioration of surface, finishes, seals and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor shall it incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention are given by the Department and testing is done within the limits of these specifications.

- 3.1 After testing of the representative unit, the Department may place an order for the units bit or may decline to order any units if determination has been made by the Department that the representative unit does not meet the functional, operational or any other needs of the Department.

4.0 Specifications and guidelines – General – The bidder shall identify the units by manufacturer model, series, and year of manufacture in his proposal so as to enable identification by the West Virginia Department of Highways in the manufacturer's sales literature on the proposed units. The bidder shall submit complete descriptive literature fully describing the proposed unit to establish that he is bidding on the manufacturer's most current model.

All specifications including the word "shall" are considered mandatory and any bid failing to include the mandatory item will be cause for rejection.

5.0 Unspecified Accessories and Features

All equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, shall be furnished with each unit and shall conform in strength, quality of material and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

All parts and accessories advertised and regularly supplied as standard are to be included, except those which would represent duplication of these specified, and except those which by specification are not to be furnished. All standard safety features required by Federal and State law shall be included.

5.1 Bidder must provide twelve (12) parts and service manuals.

6.0 Manufacturer's Warranty and Service Policy

The manufacture's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit throughout the State of West Virginia. It shall be the responsibility of the bidder to provide labor to repair or replace any defective replacement parts, components and materials found to be defective during the terms of the warranty period. The Units shall be accompanied upon delivery by the manufacturer's properly executed warranty or service policy.

7.0 Delivery

Delivery point of the completely assembled units shall be the West Virginia Division of Highways, Equipment Division, at Buckhannon, WV located on U.S. Route #33 at Brushy Fork Road.

7.2 Delivery within 90 days after order.

8.0 General Specifications:

All units shall conform to the following minimum specifications.

8.1 Number of Channels: 32 Minimum

8.2 Frequency Spread: 42.0 to 50.0 MHz

8.3 Controls: shall have front microphone/program jack.

Shall have a minimum of 8 character alphanumeric display. Must have controls for scan, monitor, channel delete/add and channel select. Shall have capability for user addition of a talk-around button with programmable offset. Unit shall provide a means of memory backup to allow operation on the ignition switch without loss of selected channel. Unit shall include any accessory or kit necessary to turn unit on and/or off with vehicle ignition switch.

8.4 Programming:

Unit shall be programmable by PC, under Windows NT, 2000, and XP. Twelve (12) copies of programmable software shall be provided. Twelve (12) interface cables for PC shall be supplied. Successful bidder shall deliver units programmed to channels, frequencies and other programmable options as designated upon order or award of purchase order.

8.5 Receiver Specifications:

Sensitivity @ 12db EIA SINAD: 3uv or better

Selectivity: -75db or better

Intermodulation: -70db or better

Spurious Rejection: -70db or better

Audio Output: 10 watts at 5% distortion

8.6 Transmitter Specification:

Output power: 60 watts or greater

Frequency Stability: +/-0.0005%

Spurious & Harmonics: -62db or better

FM Noise: -45db or better

Audio Distortion: less than 3%

DIVISION OF HIGHWAYS
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
EQUIPMENT DIVISION

BIDDERS COMPLIANCE REPORT

PROCUREMENT SPECIFICATIONS FOR MOBILE RADIOS

NO. S. E. 650-002

LOW BAND DASH MOUNT MOBILE RADIOS

NOTE TO BIDDER: Procurement Specifications No. S.E.650-002, Paragraph 2.0 recommends the completion and submittal of this report with your proposal. Purpose of this report is to enable the West Virginia Division of Highways Equipment Division Communications Review to make full and fair evaluation of the bid proposal. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

SPECIFICATIONS - GENERAL

Reference Requisition No. on request for proposal:

7095002

Bidder's Name: Lloyd's Electronics

Address: 351 Industrial Park Rd., Jane Lew, WV 26378

Telephone Number: 866-854-2888

Years Company has been registered to do business with the State of West Virginia: 34 YEARS

Manufacturer, model, series, and date of manufacture of proposed unit:

Motorola CDM1250 (Date of manufacture will be per unit ordered)

Is descriptive literature, fully describing proposed unit, attached to your proposal? yes

If not, why? _____

Bid price per unit:

\$612.50 X 300 = \$183,750⁰⁰ TOTAL BID

5.1 Will required number of operating and service manuals and complete parts lists be delivered with the selected unit? YES NO

6.0 WARRANTY

Define the terms of manufacturer's standard warranty. If not offered, so state. Attach copy if available.

Two Years - See Attached.

6.1 Define warranty service to be performed at manufacturer's representative facility. List names and locations of manufacturer's representative.

Warranty Repairs will be done by Motorola.

We will check out the unit (ie. battery, antenna, programming, etc.) then forward to Motorola Depot.

6.2 List locations for parts inventories that are within the State of West Virginia. Also list availability of levels if known.

All of our shops maintain parts inventories. Quantities on hand vary by location and demand. We have

shops in: Jane Lew, Charleston, Parkersburg and Millwood

7.2 Will delivery of ordered units be completed within 90 days of order?

I can't promise delivery within 90 days without knowing the quantity ordered and the date the order will be placed. However, delivery typically occurs within 90 days on this item.

8.0 SPECIFICATIONS OF THE QUOTED UNIT: the bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder take exception to any of the specifications, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications...

Manufacturer: Motorola

Model: CDM1250

Year model: 2008

8.1 Does unit have a minimum of 32 channels? LA YES NO

8.2 Does unit have 42.0 to 50.0 Mhz frequency spread and include 47 MHz range? YES NO

8.3 Does unit have Front Microphone/Program Jack? YES NO

8.3.1 Minimum of 8 character alpha numeric display? 14 YES NO

8.3.2 Scan, monitor, channel add/delete and select? YES NO

8.3.3 Does unit have capability for user addition of talk around button with programmable transmit offset? YES NO

8.3.4 Does unit have long term memory backup to allow operation on the ignition switch without loss of selected channel? YES NO

8.3.5 Does unit include accessories or kit to enable it to be turned on and/or off with the vehicle ignition switch? YES NO
With option HKN9327-R (included in price)

8.4 Is the unit programmable by PC for Windows NT, 2000, and XP and is the necessary 12 copies of programmable software provided? YES NO

Yes, it is programmable by PC.
No, I cannot legally provide software. The software is copyrighted and may only be distributed by Motorola directly.

- 8.5.1 Is Sensitivity @ 12db EIA SINAD : 3uv or better ? YES NO
- 8.5.2 Is Selectivity : -75db or better ? YES NO
- 8.5.3 Is Intermodulation : -70db or better ? YES NO
- 8.5.4 Is Spurious Rejection : -70db or better ? YES NO
- 8.5.6 Is Audio Output : 10 watts external at 5% distortion? YES NO
- 8.6.1 Is output power : 60 watts or greater ? YES NO
- 8.6.2 Is Frequency Stability : +/- 0.0005%? YES NO
- 8.6.3 Is Spurious & Harmonics -62db or better ? YES NO
- 8.6.4 Is FM Noise : -45db or better ? YES NO
- 8.6.5 Is audio Distortion : less than 3% ? YES NO
at 3%

Cryptal Padgett
BIDDER SIGNATURE

9-15-08
DATE

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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 is in compliance with the requirements as stated.

Vendor's Name: Lloyd's Electronics (Lloyd Hoff Holding Corp.)

Authorized Signature: Cystal Padgett Date: 9-14-08

E

CONVENTIONAL BRANDED LIMITED WARRANTY COMMUNICATIONS PRODUCTS

Date 6/25/08

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

MOTOROLA INC ("MOTOROLA") warrants its MOTOROLA manufactured Conventional Branded Communication Products ("Product") against defects in material and workmanship under normal use and service for a period of time from the date of purchase as scheduled below:

• DTR550/650 Portables	One (1) year	• PM400 Mobiles	Two (2) years
• PR400 Portables	Two (2) year	• CDM750 Mobiles	Two (2) years
• PR860 Portables	Two (2) year	• CDM1250 Mobiles	Two (2) years
• HT750 Portables	Two (2) year	• CDM1550 Mobiles	Two (2) years
• HT1250 Portables	Two (2) year	• CDM1550LS+ Mobiles	Two (2) years
• EX500 Portables	Three (3) years	• PM1500 Mobiles	Two (2) years
• EX560 Portables	Three (3) years	• PM1200 Mobiles	Two (2) years
• EX600XLS Portables	Three (3) years	• XTL1500 Mobiles	One (1) year
• HT1550XLS Portables	Two (2) years	• XPR Mobiles	Two (2) years + One (1) year RSA
• PR1500 Portables	Two (2) years	• Pagers	One (1) year
• MT1500 Portables	One (1) year		
• XPR Portables	Two (2) years + One (1) year RSA		

Accessories :

• Speaker Microphones and Cords	• Carrying Cases	• Antennas
• Rechargeable Batteries	• Chargers	• Duplexers
• Headsets and Earpieces	• Power Supplies	• Telephone Interconnects
• Mobile Microphones and Cords	• External Speakers	• DC and Tone Remote Adapters

One (1) year

Rechargeable Batteries will be replaced during the applicable warranty period if:

- A) the battery capacity falls below 80% of rated capacity or
- B) the battery develops leakage

MOTOROLA, at its option, will at no charge either repair or replace this Product during the warranty period provided it is returned in accordance with the terms of this warranty to the place of purchase. Repair, at MOTOROLA's option, may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. Replaced parts or boards are warranted for the balance of the original applicable warranty period. All replaced parts or Product shall become the property of MOTOROLA.

This express limited warranty is extended by MOTOROLA to the original end user purchaser or lessee only and is not assignable or transferable to any other party. This is the complete warranty for Product manufactured by MOTOROLA. MOTOROLA assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of MOTOROLA. Unless made in a separate agreement between MOTOROLA and the original end user purchaser, MOTOROLA does not warrant the installation, maintenance or service of the product.

MOTOROLA cannot be responsible in any way for any ancillary equipment not furnished by MOTOROLA which is attached to or used in connection with Product, or for operation of the Product with any ancillary equipment and all such equipment is expressly excluded from this warranty. Because each system which may use the Product is unique, MOTOROLA disclaims liability for range coverage or operation of the system as a whole under this warranty.

II. WHAT THIS WARRANTY DOES NOT COVER:

- A) Defects or damage resulting from use of the Product in other than its normal and customary manner
- B) Defects or damage from misuse, accident, water, or neglect
- C) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification or adjustment
- D) Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E) A Product subjected to unauthorized Product modifications, disassemblies, or repairs (including without limitation, the addition to the Product of non-MOTOROLA supplied equipment) which adversely affect performance of the Product or interfere with MOTOROLA's normal warranty inspection and testing of the Product to verify any warranty claim.
- F) Product which has had the serial number removed or made illegible
- G) Rechargeable batteries if:
 - i) any of the seals on the battery enclosure or cells are broken or show evidence of tampering
 - ii) the damage or defect is caused by charging or using the battery in equipment or service other than the Product for which it is specified.
- H) Freight costs to the repair depot. Unapproved upgrades or modifications.
 - i) A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with MOTOROLA's published specifications or the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from MOTOROLA.

F

CONVENTIONAL BRANDED LIMITED WARRANTY COMMUNICATIONS PRODUCTS

Date 6/25/08

III. HOW TO GET WARRANTY SERVICE:

To receive warranty service, deliver or send the Product transportation and insurance prepaid, to the place of purchase along with your proof of purchase or lease and transceiver serial number. Alternatively call 1-800-927-2744 for other locations.

IV. GENERAL PROVISIONS:

This warranty sets forth the full extent of MOTOROLA's responsibilities regarding the PRODUCT. Repair, replacement or refund of the purchase price, at MOTOROLA'S option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXTENDED WARRANTIES, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

V. PATENT AND SOFTWARE PROVISIONS:

MOTOROLA will defend at its own expense any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or parts infringes a United States patent, and MOTOROLA will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim but such defense and payments are conditioned on the following:

- i) That MOTOROLA will be notified promptly in writing by such purchaser of any notice of such claim
- ii) That MOTOROLA will have sole control of the defense of such suit and all negotiations for its settlement or compromise and;
- iii) Should the Product or parts become, or in MOTOROLA's opinion be likely to become, the subject of a claim of infringement of a United States patent that such purchaser will permit MOTOROLA, at its option and expense, either to procure for such purchaser the right to continue using the Product or parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or parts as established by MOTOROLA.

MOTOROLA will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or parts furnished hereunder with software, apparatus or devices not furnished by MOTOROLA, nor will MOTOROLA have any liability for the use of ancillary equipment or software not furnished by MOTOROLA which is attached to or used in connection with the Product. The foregoing states the entire liability of MOTOROLA with respect to infringement of patents by the Product or any parts thereof.

Laws in the United States and other countries preserve for MOTOROLA certain exclusive rights for copyrighted MOTOROLA software such as the exclusive rights to reproduce in copies and distribute copies of such Motorola software. MOTOROLA software may be used in only the Product in which the software was originally embodied and such software in such Product may not be replaced, copied, distributed, modified in any way or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution or reverse engineering of such MOTOROLA software or exercise of rights in such MOTOROLA software is permitted. No license is granted by implication, estoppel or otherwise under MOTOROLA patent rights or copyrights.

VI. STATE LAW RIGHTS:

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS. SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

This warranty gives specific legal rights and there may be other rights which may vary from state to state.