



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:
 DPS1039

PAGE:
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-552-2596

WEST VIRGINIA
 STATE POLICE

Kenwood USA Corporation
 P.O. Box 22745
 2201 E. Dominguez Street
 Long Beach CA 90801-5745

WEST VIRGINIA
 STATE POLICE

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/19/2010	2%20, Net 30 Days	Surface Delivery	Destination	Prepaid

BID OPENING DATE: 05/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	U/P	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE REQUEST FOR QUOTATION AND						
2.) EXTEND THE BID OPENING DATE.						
BID OPENING DATE IS EXTENDED TO: 05/27/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS	725-50			
UHF AND VHF DIGITAL MOBILE RADIOS AND ACCESSORIES						
***** THIS IS THE END OF RFQ DPS1039 ***** TOTAL:						\$495,074.10

RECEIVED

2010 MAY 25 A 10: 05

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Barry Morris <i>Barry Morris</i>	TELEPHONE (800) 752-0986, X8280	DATE 5/25/2010
TITLE Public Safety Sales Mgr FEIN 95-2948901		ADDRESS CHANGES TO BE NOTED ABOVE

1 Reference Specification 1.2.2 and 2.2.2,

- 1.1 Is the 15khz/30khz specification for narrow/wide band range as specified for VHF radio accurate? –

YES

- 1.2 Are these values such that a 12.5khz/25khz design would meet the requirement? –

NO, VHF channels are 15kHz and 30kHz. UHF channels are 12.5kHz and 25kHz to the best of my knowledge.

- 1.3 Does this apply for both digital and analog operation of the radio? -

Yes, the channels do not become narrower with digital operation, only the modulation.

- 1.4 Doesn't 16khz still violate narrow band requirements? –

Not for VHF.

2 Reference Specification 2.1.15,

- 2.1 Is the acronym COR-defined as Carrier Operated Relay? Does it have the following function: a signal meant to drive a relay indicating a signal is present at the Receiver. If not, please provide a definition. –

COR is used to indicated a change of state in the receiver indicating receive or lack of receive. Carrier present changes this state, thus CARRIER operated relay (or equivalent) as indicated in the specifications.

- 2.2 With respect to the DB-25 requirement, can you provide signal to pin assignments.

“Radio shall have accessory connections available via DB-25 connector containing at least Transmit audio input, Receive audio output, Push-to-Talk, COR (or equivalent) output. If proprietary connector is used, an adapter cable (connector) shall be provided to enable connection to DB-25 connector.”

We are requesting that the radio have an accessory connector that contains at least Transmit audio input, Receive audio output, Push-To-Talk, COR output. We are not specifying pin arrangement.

- 2.3 With respect to the DB-25 requirement, please provide AC and DC parameters for each signal or a reference specification.

We are requesting functionality, not specific values.

3 Reference Specification 1.1.1, 1.2.1, 2.1.1, and 2.2.1,

- 3.1 Is under dash mounting bracket required?

Mounting bracket is not required in the specification.

3.2 If bracket is required, then is it to be included in the unit cost? Or as an optional cost?

Mounting bracket is not required in the specification.

4 Reference Specification 3,

4.1 There is no mention of an antenna, is there a need for antenna?

No

4.2 If so, please provide specifications for type, style, and mounting preference.

Not applicable

4.3 If so, should the antenna be included as part of the unit cost? Or as an optional cost item?

Not applicable

Cost sheet is incorrect it should be:

- Item 1 UHF Radio
- Item 2 VHF Radio
- Item 3 UHF Radio
- Item 4 VHF Radio



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VENDOR
 RFQ COPY
 TYPE NAME/ADDRESS HERE
 Kenwood USA Corporation
 P.O Box 22745
 2201 E. Dominguez Street
 Long Beach CA 90801-5745

SHIP TO
 WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 05/27/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO REVISE THE COST SHEET PER THE ATACHED.						
BID OPENING DATE REMAINS: 05/27/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		725-50		
UHF AND VHF DIGITAL MOBILE RADIOS AND ACCESSORIES						
***** THIS IS THE END OF RFQ DPS1039 ***** TOTAL:						\$495,074.10

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Barry Morris <i>Barry Morris</i>	TELEPHONE (800) 752-0986, X8280	DATE 5/25/2010
TITLE Public Safety Sales Mgr	FEIN 95-2948901	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.

RFQ# DP51039

VHF and UHF Digital Mobile Radio

Attachment I: Cost Sheet- Revised per Addendum No. 2

The vendor must provide pricing inclusive of all associated costs for the following items including the cost of delivery. The estimated quantities contained on the cost sheet are intended for bid evaluation purposes only. Actual quantities may vary based upon the needs of the agency. Vendors should complete this pricing sheet in lieu of submission of manufacturer's quotes.

Item No.	Description	Unit Cost	Estimated Qty.	Extended Cost
1	UHF Digital Mobile	\$ NO BID	150	\$ NO BID
2	VHF Digital Mobile (TK-5710BK, 10FMD, L-1028)	\$ 1,723.07	30	\$ 51,692.10
<i>Options for Items 1,2</i>				
A.	Desktop Microphone (substitute for mobile) KMC-9B	\$ 64.66	30	\$ 1,939.65
B.	Desktop Power Supply KPS-15	\$ 115.91	30	\$ 3,477.30
C.	Encryption Key Loader cable (for KVL3000+) KPG-94	\$ 175.86	10	\$ 1,758.60
D.	Programming Software KPG-95DK	\$ 420.76	10	\$ 4,200.76
E.	Programming Cable KPG-43AM	\$ 76.72	10	\$ 767.20
3	UHF Digital Mobile (TK-5810BK2, 10FMD, KWD-TR20, KWD-AE20K, L1008, L1028, L1056, L1345)	\$ 2,449.35	150	\$367,402.88
4	VHF Digital Mobile (TK-5710BK, 10FMD, L1028)	\$ 1,723.07	30	\$ 51,692.10
<i>Options for Items 3,4</i>				
A.	Desktop Microphone (substitute for mobile) KMC-9B	\$ 64.66	30	\$ 1,939.65
B.	Desktop Power Supply KPS-15	\$ 115.91	30	\$ 3,477.30
C.	Encryption Key Loader cable (for KVL3000+) KPG-94	\$ 175.86	10	\$ 1,758.60
D.	Programming Software KPG-95DK	\$ 420.76	10	\$ 4,200.76
E.	Programming Cable KPG-43AM	\$ 76.72	10	\$ 767.20

Total Bid: \$495,074.10

Copy of
Original
Submittal
Delivered on
5/19/2010

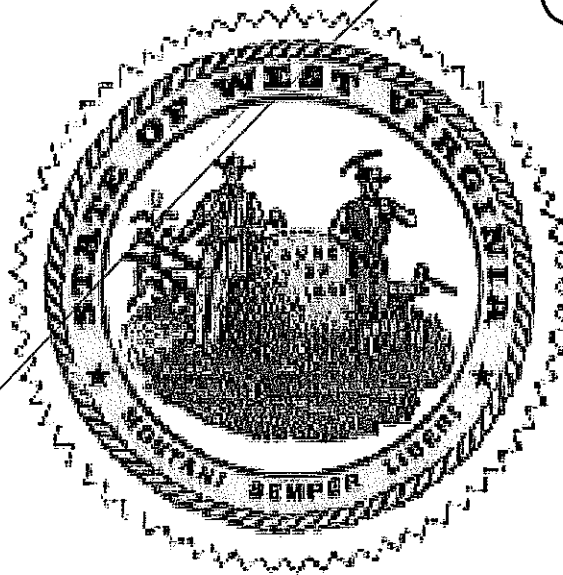
State Of West Virginia

Request for Quotation for UHF and VHF
Digital Mobile Radios and Accessories

**Request For Quotation
Number DSP1039**

Due: May 20, 2010 at 1:30 PM

*COPY
BAM*



KENWOOD

May 17, 2010

Ms. Krista Ferrell
West Virginia State Police
4124 Kanawha Turnpike
South Charleston, WV 25309

Dear Ms. Ferrell,

Kenwood USA Corporation would like to thank you and your staff for the opportunity to respond to your Request for Quotation for UHF and VHF Digital Mobile Radios and Accessories, DSP1039. Kenwood has been producing and distributing high quality two-way radio equipment worldwide since 1946. Kenwood is an ISO 9001 & JQA-1205 certified company and all of our radios are designed, engineered and produced at Kenwood's own manufacturing facilities by Kenwood employees. The radio equipment offered in this proposal is currently in use by several Federal agencies and many state and local agencies throughout the country.

Kenwood recognizes West Virginia Code 5A-3-37 related to preferences offered to qualified bidders. We understand the importance of acknowledging local businesses and enticing them to participate in State business. Kenwood also values the expertise and responsiveness of local businesses and understand they have a vested interest in the project.

Kenwood USA Corporation currently works directly with eight Authorized Kenwood Sales and Service Centers, "affiliates" throughout the State of West Virginia. Each of these affiliates have been in business in West Virginia for many years and cumulatively employ well over 100 sales and support professionals who are residents of West Virginia. It is Kenwood's intention to utilize these affiliate companies to support the anticipated contract award from this proposal.

We will empower our dealer affiliates to act as our agent, communicate with agencies, articulate the agencies needs and act as liaison for Kenwood in support of the contract. We will financially compensate our dealer affiliates for their involvement and continued product support to agencies on a local level. We support the idea of local communications professionals supporting local public safety communications needs supported by a capable national corporation and qualified vendor. The practice described will also contribute to the State economy by way of contributing to employee salaries across our dealer network. Based on this support model, Kenwood is applying for, and requests preference based West Virginia Code 5A-3-37 as indicated in our response.

Kenwood USA Corporation is compliant with all Terms and Conditions of the RFQ and meet all of the radio equipment specifications with the exception of Receiver Audio Stage of 5 watts, 2.1.10 and 2,2,9. The audio receiver stage of the Kenwood equipment offered is 1.5 watts from the internal speaker and 13 watts from the external speaker. The external speaker is required by the specifications and included with the radio equipment.

Attachment I of the RFQ has the description of the items inverted. Item #1 specifies a UHF radio. However, Attachment I describes Item #1 as a VHF radio. Item #2 specifies a VHF radios. However, Attachment I describes Item #2 as a UHF radio. This same issue is present on Items #3 & #4 of Attachment I. In our response, using your formant, we offered equipment based on the description and quantity rather than the indicated model number.

We look forward to discussing this proposal in detail. We are eager to support the State of West Virginia and partner with our dealers to fulfill the needs of all State and local agencies. If you or your staff have any questions or comments, please do not hesitate to contact me at (800) 752-0986, X8280 or via my cellular telephone at (310) 779-1381. Again, thank you for the opportunity to provide this quotation.

Respectfully,



Barry Morris

Public Safety Sales Manager

KENWOOD USA CORPORATION

Kenwood Authorized Dealer Affiliates

A.V. Luttamus Communications, Inc.

Paul Luttamus
1344 Cove Hill Rd.
Weirton, WV 26062
304-723-5555
800-285-2197

Biser Radio Service
Ted Biser
PO Box 2 Main St.
Lorentz, WV 26229
(304) 472-4202

Electronic Communications of WV,

Tim Ford
408 Old Goff Mountain Road
Cross Lanes, WV 25313
(304) 776-4091

F & L Electronics, Inc.

Frank Scarberry
235 Fourth Ave
Huntington, WV 25701
(304) 523-6069

Ganoe Enterprises
DBA: Custom Computers & Communications

Greg Ganoe
HC 78 Box 182B
½ MI. S Ford Hill RD.
Augusta WV 26704
304-496-8818

Hughes Supply Company
Tom Hughes
300 Rural Acres Drive
Beckley, WV 25801
(304) 252-1918

Hughes Supply Company
Bob Poling
3861 Teays Valley Road
Hurricane, WV 25526
(304) 757-8643

Lab-Tronics, Inc.
Herb Rice
511 34th St
Cattlesburg, KY 41129
(606) 739-4409

Miller Communications
Randy Kinsolving
One Wireless Way
Parkersburg, WV 26101
(304) 863-8595

RT Sales
Dick Fowler
Route 5 Box 737P
Clarksburg, WV 26301
304-623-9479

Sibley Communications
1801 Bland Street
Bluefield, WV. 24701
(304) 327-0090

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

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**KRISTA FERRELL
 304-558-2596**

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Kenwood USA Corporation
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 2201 E. Dominguez Street
 Long Beach CA 90801-5745

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-50	See Price Quote	Page 19
<p>UHF AND VHF DIGITAL MOBILE RADIOS AND ACCESSORIES</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA STATE POLICE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT FOR VHF AND UHF DIGITAL MOBILE RADIOS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS MAY 11, 2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: DSP1039</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Barry Morris	TELEPHONE (800) 752-0986, X8280	DATE 5/17/2010
TITLE Public Safety Sales Mgr	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <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>Barry Morris <i>Barry Morris</i> SIGNATURE</p> <p>Kenwood USA Corporation..... COMPANY</p> <p>5/17/2010 DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Barry Morris <i>Barry Morris</i>	TELEPHONE (800) 752-0986, X8280	DATE 5/17/2010
TITLE Public Safety Sales Mgr. FEIN 95-2948901		ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 05/20/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Barry Morris	TELEPHONE (800) 752-0986, X8280	DATE 5/17/2010
TITLE Public Safety Sales Mgr		ADDRESS CHANGES TO BE NOTED ABOVE 95-2948901

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
DPS1039

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
TYPE NAME/ADDRESS HERE
ROCKWELL
 Kenwood USA Corporation
 P.O. Box 22745
 2201 E. Dominguez Street
 Long Beach CA 90801-5745

S.H.P.T.O.
WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/27/2010	2%20, Net 30 Days	Surface Delivery	Destination	Prepaid
BID OPENING DATE:	05/20/2010	BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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 SERVICES 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Barry Morris *Barry Morris* TELEPHONE: (800) 752-0986, X8280 DATE: 5/17/2010

TITLE: Public Safety Sales Mgr / 95-2948901 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
DPS1039

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ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2594

RFQ COPY

TYPE NAME/ADDRESS HERE

Kenwood USA Corporation
 P.O. Box 22745
 2201 E. Dominguez Street
 Long Beach CA 90801-5745

SHIP TO

WEST VIRGINIA STATE POLICE

 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
04/27/2010	2X20, Net 30 Days	Surface Delivery	Destination	Prepaid		
BID OPENING DATE: 05/20/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Barry Morris <i>Barry Morris</i>	TELEPHONE (800) 752-0986 X8280	DATE 5/17/2010
TITLE Public Safety Sales Mgr	ADDRESS CHANGES TO BE NOTED ABOVE	

PLEASE PRINT 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
DPS1039

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

RFQ COPY

TYPE NAME/ADDRESS HERE

Kenwood USA Corporation
 P.O. Box 22745
 2201 E. Dominguez Street
 Long Beach CA 90801-5745

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/27/2010	2%20, Net 30 Days	Surface Delivery	Destination	Prepaid
BID OPENING DATE: 05/20/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: DPS1039</p> <p>BID OPENING DATE: 05/20/2010</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: Fax: (310) 761-8263 Email: bmorris@kenwoodusa.com</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Barry Morris <i>Barry Morris</i>	TELEPHONE (800) 752-0986, X8280	DATE 5/17/2010
TITLE Public Safety Sales Mgr	FAX 95-2848901	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: **DPS1039**

PAGE: **7**

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

Kenwood USA Corporation
 P.O. Box 22745
 2201 E. Dominguez Street
 Long Beach CA 90801-5745

SHIP TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/27/2010	2%20, Net 30 Days	Surface Delivery	Destination	Prepaid
BID OPENING DATE: 05/20/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						

Barry Morris Public Safety Sales Manager Kenwood USA Corporation 2201 E. Dominguez Street, P.O. Box 22745 Long Beach CA 90801-5745						
***** THIS IS THE END OF RFQ DPS1039 ***** TOTAL:						\$495,074.10

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Barry Morris <i>Barry Morris</i>	TELEPHONE (800) 752-0986, X8280	DATE 5/17/2010
TITLE Public Safety Sales Mgr	FEIN 95-2948901	ADDRESS CHANGES TO BE NOTED ABOVE

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

VHF and UHF DIGITAL MOBILE RADIO SPECIFICATIONS

The West Virginia State Police desires to establish an open-end contract for the purchase of digital mobile radio equipment and related accessories. The contract shall be available for use by the WV Division of Natural Resources Law Enforcement Section and all other entities of state government, as well as counties and municipalities as this will assist in the State's Interoperable Radio Project.

The agency has placed the digital P-25 mobile radio equipment into two different tiers according to their performance capabilities and features of each unit. The two tiers will be referred to as Tier-1 and Tier-2 hereinafter and are outlined below. It should be noted the award of this contract may result in a split award between Tiers

	Comply?	
	Yes	No
1. TIER 1 – APCO P-25 greater than 512 channel mobile radio	NO	BID
1.1 ITEM #1 – 40 Watt UHF Digital Mobile – P-25 Trunking ready (includes P-25 CAI)		
1.1.1 A mobile under dash type radio (one piece) capable of operating in the 380 - 470 MHz band shall be provided.	_____	_____
1.1.2 Radio shall be capable via programming of wide band and narrow band operation (12.5 kHz/25 kHz respectively), and capable of storing more than 512 channels.	_____	_____
1.1.2.1 Each channel shall be individually programmable with regard to wideband/narrowband operation, digital/analog operation, and/or trunked/non-trunked operation.	_____	_____
1.1.3 There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups	_____	_____
1.1.3.1 All currently licensable frequencies shall be considered acceptable to the unit	_____	_____

		Comply?	
		Yes	No
1 1.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	_____	_____
1 1.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 14 digits.	_____	_____
1 1.6	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	_____	_____
1 1.7	Radio shall have ID display capability	_____	_____
1 1.8	Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch with a minimum of one pair of tones, not necessarily the same, for each programmed channel.	_____	_____
1 1.9	It shall transmit with a minimum of 40 watts RF output.	_____	_____
1 1.10	Receiver audio stage shall be capable of a minimum of 7.5 watts of audio.	_____	_____
1.1.11	The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability.	_____	_____
1 1.11.1	An external speaker will be provided with the unit.	_____	_____
1 1.11.2	When the external speaker is in use, any internal speaker shall be capable of being disabled.	_____	_____
1.1.11.3	If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same	_____	_____
1 1.12	A standard microphone shall be provided.	_____	_____
1 1.13	A mike hangup shall be provided	_____	_____
1 1.14	Radio shall include software for P-25 CAI and P-25 Trunked operation.	_____	_____

		Comply?	
		Yes	No
1.1.14.1	This shall include any other software necessary to enable seamless roaming operation on the WVIRP radio system presently being installed in West Virginia, and shall be capable of supporting multiple zone operation.	<input type="checkbox"/>	<input type="checkbox"/>
1.2 ITEM #2 – 40 Watt VHF Digital Mobile – P-25 CAI ready			
1.2.1	A mobile under dash VHF type radio (one piece) capable of operating in the 136-174 MHz band shall be provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2.2	Radio shall be capable via programming, of wide band and narrow band (15 kHz/30 kHz respectively) operation, and capable of storing more than 512 channels.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation, digital/analog operation, and/or trunked/non-trunked operation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2.3.1	All currently licensable frequencies shall be considered acceptable to the unit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 14 digits	<input checked="" type="checkbox"/>	<input type="checkbox"/>

		Comply?	
		Yes	No
1 2 6	Radio shall have ID display capability.	<u>X</u>	_____
1 2 7	Radio shall have programmable encode and decode capability for CTCSS tones, digital coded squelch, and NAC codes, with a minimum of one pair of tones, not necessarily the same, for each programmed channel	<u>X</u>	_____
1 2 8	It shall transmit with a minimum of 40 watts RF output	<u>X</u>	_____
1 2 9	Receiver audio stage shall be capable of a minimum of 7.5 watts of audio	<u>X</u>	_____
1 2 10	The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability.	<u>X</u>	_____
1.2.10.1	An external speaker will be provided with the unit.	<u>X</u>	_____
1.2.10.2	When the external speaker is in use, any internal speaker shall be capable of being disabled.	<u>X</u>	_____
1.2.10.3	If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same	<u>X</u>	_____
1.2.11	A standard Microphone shall be provided	<u>X</u>	_____
1.2.12	A mike hangup shall be provided	<u>X</u>	_____
2. <u>TEIR 2 – APCO P-25 512 channel mobile radio</u>			
2 1 ITEM #3 - UHF Digital Mobile – P-25 Trunking ready (includes P-25 CAI)			
2.1 1	A mobile under dash type radio (one piece) capable of operating in the 400 - 470 MHz band shall be provided.	<u>X</u>	_____
2.1.2	Radio shall be capable via programming of wide band and narrow band operation (12.5 kHz/25 kHz respectively), and capable of storing a minimum of 512 channels.	<u>X</u>	_____

		Comply?	
		Yes	No
2.1.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation, and digital/analog operation, and/or trunked/non-trunked operation	<u>X</u>	_____
2.1.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups	<u>X</u>	_____
2.1.3.1	All currently licensable frequencies shall be considered acceptable to the unit.	<u>X</u>	_____
2.1.3.2	It shall be capable of storing a minimum of 512 channels	<u>X</u>	_____
2.1.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	<u>X</u>	_____
2.1.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 10 digits.	<u>X</u>	_____
2.1.6	Radio shall have ID display capability	<u>X</u>	_____
2.1.7	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	<u>X</u>	_____
2.1.8	Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch with a minimum of one pair of tones, not necessarily the same, for each programmed channel	<u>X</u>	_____
2.1.9	It shall transmit with a minimum of 40 watts RF.	<u>X</u>	_____
2.1.10	Receiver audio stage shall be capable of a minimum of 5 watts of audio from the internal speaker.	_____	<u>X</u>
2.1.11	The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability.	<u>X</u>	_____
2.1.11.1	An external speaker will be provided with the unit.	<u>X</u>	_____

	Comply?	
	Yes	No
2.1.11.2 When the external speaker is in use, any internal speaker shall be capable of being disabled	<u>X</u>	_____
2.1.11.3 If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same.	<u>X</u>	_____
2.1.12 A standard microphone shall be provided	<u>X</u>	_____
2.1.13 A mike hangup shall be provided.	<u>X</u>	_____
2.1.14 Radio shall include software for P-25 CAI and P-25 Trunked operation.	<u>X</u>	_____
2.1.14.1 This shall include any other software necessary to enable seamless roaming operation on the WVIRP radio system presently being installed in West Virginia, and shall be capable of supporting multiple zone operation.	<u>X</u>	_____
2.1.15 Radio shall have accessory connections available via DB-25 connector containing at least Transmit audio input, Receive audio output, Push-to-Talk, COR (or equivalent) output. If proprietary connector is used, an adapter cable (connector) shall be provided to enable connection to DB-25 connector.	<u>X</u>	_____
2.2 ITEM #4 - 40 Watt VHF Digital Mobile - P-25 CAI ready		
2.2.1 A mobile under dash type radio (one piece) capable of operating in the 150-174 MHz band shall be provided.	<u>X</u>	_____
2.2.2 Radio shall be capable via programming of wide band and narrow band (15 kHz/30 kHz respectively) operation, and capable of storing a minimum of 512 channels.	<u>X</u>	_____
2.2.2.1 Each channel shall be individually programmable with regard to wideband/narrowband operation, and digital/analog operation.	<u>X</u>	_____

		Comply?	
		Yes	No
2.2.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups	<u>X</u>	_____
2.2.3.1	All currently licensable frequencies shall be considered acceptable to the unit.	<u>X</u>	_____
2.2.3.2	It shall be capable of storing a minimum of 512 channels	<u>X</u>	_____
2.2.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D	<u>X</u>	_____
2.2.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 10 digits	<u>X</u>	_____
2.2.5.1	Radio shall have ID display capability.	<u>X</u>	_____
2.2.6	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	<u>X</u>	_____
2.2.7	Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch with a minimum of one pair of tones, not necessarily the same, for each programmed channel	<u>X</u>	_____
2.2.8	It shall transmit with a minimum of 40 watts RF.	<u>X</u>	_____
2.2.9	Receiver audio stage shall be capable of a minimum of 5 watts of audio from the internal speaker	<u>X</u>	_____
2.2.10	The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability	<u>X</u>	_____
2.2.10.1	An external speaker will be provided with the unit	<u>X</u>	_____
2.2.10.2	When the external speaker is in use, any internal speaker shall be capable of being disabled.	<u>X</u>	_____
2.2.10.3	If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same.	<u>X</u>	_____

	Comply?	
	Yes	No
2 2.11 A standard microphone shall be provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 2.12 A mike hangup shall be provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 2.13 Radio shall include all software to operate at least to P-25 CAI standards compatible with the WV DNR Law Enforcement Section VHF radio system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. GENERAL SPECIFICATIONS AND WARRANTY		
3.1 All UHF radios being offered for purchase must have previously been approved for use on the West Virginia Interoperable Radio Project system. To see an approved list go to: http://www.wvirp.com/documents/WVIRP%20Approved%20Subscriber%20Unit%20List_040808.pdf	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.2 Upon request and/or prior to bid award vendors shall provide manufacturer's certification indicating they are an authorized reseller of the product(s) they are offering/bidding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.3 All equipment shall be warranted for a period of 3 years, including parts and labor, and beginning when the equipment is first placed in service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.4 All features that are placed in the radio by way of programming or feature encoding will remain for the life of the radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.4.1 Any lost feature information (ie # of channels, type of radio, etc) will be replaced (provided) at no charge for the life of the radio.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.5 All firmware upgrades to enhance radio operation will be free of charge (This is not intended to include radio options that would incur additional cost)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.6 All programming software updates shall be free of charge during the warranty period of the radio.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Comply?	
	Yes	No
3.7 All items are to be available for purchase separately and each item is to be individually priced	<u>X</u>	_____
3.8 Each item bid should include make and model on Attachment II: Equipment List.	<u>X</u>	_____
3.9 UHF Radios must include AES encryption. This shall include any hardware, firmware, and/or software necessary.	<u>X</u>	_____
3.9.1 Radio shall be capable of holding multiple encryption keys.	<u>X</u>	_____
3.10 All encryption keyloading shall be capable via a Motorola KVL3000 Plus.	<u>X</u>	_____
3.10.1 A keyloading cable compatible with the Motorola KVL3000 Plus shall be included as an option.	<u>X</u>	_____
4. <u>COMPATIBILITY</u>		
4.1 Any modifications necessary to make this equipment operate properly with other provided equipment are to be the responsibility of the vendor.	<u>X</u>	_____
4.2 All programming and jumper settings must be performed prior to delivery for operation with any other equipment in this specification.	<u>X</u>	_____
4.3 All equipment shall function without unintended interaction and interference to other components	<u>X</u>	_____
4.4 Any software or hardware deemed necessary for these products to operate in the WVIRP system (UHF), or WVDNR system (VHF), yet excluded by the vendor will be provided after purchase at no charge to the purchaser. All upgrades to facilitate installation of this hardware or software will be the responsibility of the vendor and shall be undertaken at no charge to the purchaser	<u>X</u>	_____
5. <u>SERVICE MANUALS</u>		
5.1 Schematics will be available and provided as specified	<u>X</u>	_____

	Comply?	
	Yes	No
5.2 A minimum of 6 complete depot level service/repair manuals will be provided.	<u>X</u>	_____
5.3 If greater than 30 radios are provided, service/repair manuals shall be provided in a ratio of 1 manual per 5 radios.	<u>X</u>	_____
5.4 If greater than 50 radios are provided, service/repair manuals shall be provided in a ratio of 1 manual per 10 radios after fulfilling minimum requirements.	<u>X</u>	_____
5.5 Any failure to comply will be grounds for disqualification of the bid, or cancellation of the contract	<u>X</u>	_____
6. <u>EQUIPMENT OPTIONS</u>		
6.1 The following items shall be available for items #1-4:	<u>X</u>	_____
6.1.1 Desktop Microphone to substitute for mobile microphone.	<u>X</u>	_____
6.1.2 Desktop Power Supply to convert mobile radio into table top base type radio.	<u>X</u>	_____
6.1.3 Encryption key loader cable for KVL3000 plus	<u>X</u>	_____
6.2 Programming Software and Hardware	<u>X</u>	_____
6.2.1 All radio programming must be able to be performed on a Microsoft Windows 2000/XP/Vista/Windows 7 based computer.	<u>X</u>	_____
6.2.2 The vendor shall make available for purchase all programming software and cabling necessary to program all radios	<u>X</u>	_____
7. <u>EVALUATION FOR BID AWARD</u>		
7.1 Evaluation will include the review of all items listed in these specifications	<u>X</u>	_____

	Comply?	
	Yes	No
7.2 All pricing should be line itemed as indicated on Attachment I: Cost Sheet	<u>X</u>	_____
7.3 Special / Promotional pricing offered by vendors for limited periods of time and any item pricing provided for items not requested in this RFQ shall not be considered for bid award and/or price comparison.	<u>X</u>	_____

RFQ# DPS1039
VHF and UHF Digital Mobile Radio
Attachment I: Cost Sheet

A vendor must provide pricing inclusive of all associated costs for the following items including the cost of delivery. The estimated quantities contained on the cost sheet are intended for bid evaluation purposes only. Actual quantities may vary based upon the needs of the agency. Vendors should complete this pricing sheet in full at the time of submission of manufacturer's quotes.

Item No.	Description	Unit Cost	Estimated Qty.	Extended Cost
1	VHF Digital Mobile (TK5710GBK, 10FMD, L1028)	\$ 1,723.07	30	\$ 51,692.10
2	UHF Digital Mobile	\$ NO BID	150	\$ NO BID
<i>Options for items 1-2</i>				
A.	Desktop Microphone (substitute for mobile) KMC-9B	\$ 64.66	30	\$ 1,939.65
B.	Desktop Power Supply KPS-15	\$ 115.91	30	\$ 3,477.30
C.	Encryption Key Loader cable (for KVL3000+) KPG-94	\$ 175.86	10	\$ 1,758.60
D.	Programming Software KPG-95DK	\$ 420.76	10	\$ 4,200.76
E.	Programming Cable KPG-43AM	\$ 76.72	10	\$ 767.20
3	VHF Digital Mobile (TK-5710BK, 10FMD, L-1028)	\$ 1,723.07	30	\$ 51,692.10
4	UHF Digital Mobile (TK-5810BK2, 10FMD,KWD-TR20,KWD-AE20K, L1008,L-1028,L-1056,L-1345)	\$ 2,449.35	150	\$ 367,402.88
<i>Options for Items 3-4</i>				
A.	Desktop Microphone (substitute for mobile) KMC-9B	\$ 64.66	30	\$ 1,939.65
B.	Desktop Power Supply KPS-15	\$ 115.91	30	\$ 3,477.30
C.	Encryption Key Loader cable (for KVL3000+) KPG-94	\$ 175.86	10	\$ 1,758.60
D.	Programming Software KPG-95DK	\$ 420.76	10	\$ 4,200.76
E.	Programming Cable KPG-43AM	\$ 76.72	10	\$ 767.20
Total Bid:				\$ 495,074.10

**WVIRP Approved Subscriber Unit List
(Per WVIRP P&P 2-1)**

Tier 1 - Statewide operation with: 380-470 Mhz frequency capability and Smartzone software to facilitate seamless roaming. This radio shall be capable of AES encryption.

Mobile

1. Motorola XTL 5000
2. Motorola XTL 2500
3. E. F. Johnson 53XX series

Portable

1. Motorola XTS 5000
2. Motorola XTS 2500
3. E.F. Johnson 51XX series

Tier 2 - State wide operation with: All features of Tier 1 but without encryption.

Mobile

1. Motorola XTL 1500

Portable

1. Motorola XTS 1500

Tier 3 - Restricted area of operation – Radio has other than 380-470 MHz frequency capability, or is not able to operate Smartzone software, but is capable of AES encryption.

Mobile

1. Kenwood TK-5810
400-470 MHz
Smartzone not available

Portable

1. Kenwood TK-5310
380-470 MHz
Smartzone not available
2. MaCom P5400
450-512 MHz
Smartzone not available

Tier 4 - Restricted area of operation - Radio has other than 380-470 MHz frequency capability, or not able to operate Smartzone software, and not capable of AES encryption.

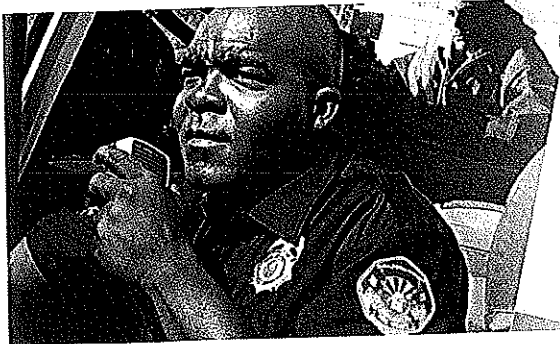
Mobile – No products

Portable

1. MaCom P3300
400-470 MHz
Smartzone not available
No Encryption

KENWOOD

Listen to the Future



TK-5710(H)/5810(H)

VHF/UHF FM & Project 25 Digital Mobile Radio



FleetSync[®]
by KENWOOD

GENERAL FEATURES

- 50W & 110W (136-174 MHz)
- 45W & 100 W (450-520, 400-470 MHz)
- 50 Zones / 512 Channels
- Personality Lists
- Enhanced Kenwood Audio
- Zone/CH Voice Announce
- Emergency Features
- Tactical Group Intercom¹
- Public Address
- Time Out Timer
- Busy Channel Lockout
- Ignition Sense²
- Timed Power Off
- DB-25 & 9-Pin Accessory Connectors³
- Transceiver Password
- Date & 12/24 Hour Time Clock
- Windows[®] Programming & Tuning⁴
- Windows[®] Firmware Uploading⁴
- Field-Programming & Tuning
- Cloning
- Easy Option Ports (26-pin)⁵
- DB-25 & 9-Pin Accessory Connectors
- MIL-STD 810 C/D/E/F, IP-54
- MIL-STD Noise-Cancel Mic (included)
- MIL-STD 12-Key DTMF Mic Option

MOUNTING CONFIGURATIONS

- Dash Mount
- Single Control Head Remote Mount
- Dual Control Head Remote Mount

FRONT PANELS/CONTROL HEADS

- Backlit Dot Matrix LCD
- 3-Digit Sub-Display
- Function / Status LCD Icons
- Transmit LED
- Busy/Call Alert/Warn LED
- LCD Brightness Control
- Power On/Off Switch
- Rotary Volume Knob
- Rotary Selector Knob
- Backlit Keys
- PF Key Label Inserts
- Microphone Jack
- MIL-STD 810 512.X Driven Rain

KCH-14 Front Panel

- 12-Character Alphanumeric Aliases
- 5 PF Keys
- UP/DOWN Keys
- Built-in Front Speaker

KCH-15 Front Panel

- 14-Character Alphanumeric Aliases
- 11 PF Keys
- UP/DOWN Keys
- External Speaker Required

SCAN TYPES (FM & P25)

- Single Zone/Multi-Zone Scan¹²
- Scan Lists
- Conventional Scan
- Limited Talk Group Scan⁶
- Priority Monitor Scan⁹
- Dual Priority Scan

FM

- QT / DQT
- Operator Selectable Tone
- Two-Tone Decode / Encode⁷
- DTMF Encode / Decode / Stun⁸
- Special Alert Tone Patterns⁹
- Horn Alert Output
- Encryption / ANI Board Control
- Companded Audio

FleetSync[®] (FM)

- FleetSync[®] or FleetSync[®] II¹⁰
- PTT ID Digital ANI
- Caller ID Display
- Status Messaging
- Emergency & Stun Statuses
- Selective & Group Call
- Text Messaging

MDC-1200¹¹

- PTT ID Digital ANI
- Caller ID Display
- Emergency Status
- Radio Check
- Radio Inhibit

P25 DIGITAL

- P25 Digital Conventional
- P25 Digital Trunking Option
- IMBE[™] VOCODER
- Talk Group ID Lists
- Individual ID Lists
- Caller ID Display
- RSSI Indicator
- Remote Monitor / Remote Check
- Radio Inhibit
- Encryption Key Delete
- Encryption Key Zeroize (SCM required)¹²
- Encryption Key Retention (SCM required)¹²
- DES 16-Key SCM Option¹²
- AES FIPS 140-2 & DES 16-Key SCM Option¹²
- KPG-94 KVL Key Loader Interface Cable¹³



State of West Virginia**VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts) *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:
 ___ 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,
 ___ Bidder is a partnership, association or corporation resident vendor and 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 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,
 XXX ___ Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
 ___ 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 the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:
 ___ 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked:
 ___ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 ___ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 ___ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: Kenwood USA Corporation

Signed: Barry Morris

Barry Morris

Date: 05/17/10

Title: Public Safety Sales Manager

*Check any combination of preference consideration(s) indicated above which you are entitled to receive

RFQ No DSP1039

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING 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 owed 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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Kenwood USA Corporation

Authorized Signature: Barry Morris *Barry Morris* Date: May 5, 2010

State of California

County of Los Angeles, to-wit:

Taken, subscribed, and sworn to before me this 5th day of May, 2010.

My Commission expires APRIL 22, 2014

AFFIX SEAL HERE

NOTARY PUBLIC *Karen Yamamoto*

