



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
 DPS1131

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

Electronic Services Inc.
 P.O. Box 474
 8800 State Route 34
 Winfield, WV
 25213

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 |
|--------------|---------------|----------|-----|---------------|
| 03/31/2011 | | | | |

BID OPENING DATE: 05/05/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| 0001 | 1 | LS | | 725-74 | | |
| NON-DIGITAL MOBILE RADIOS | | | | | | |
| INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 04/15/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV EXHIBIT 3 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 | | | | | | |

RECEIVED
 2011 MAY -5 AM 9:37
 WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------|------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 304 586 0024 | DATE 5/4/11 |
| TITLE President | FEIN 550685473 | 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. 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).



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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 |
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| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>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, 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 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> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------|---------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 304 566 0024 | DATE 5/4/11 |
| TITLE President | FEBN 550065473 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <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, 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> | | | | | | |

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|--------------------|---------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 304 526 0004 | DATE 5/4/11 |
| TITLE President | FEIN 550685473 | ADDRESS CHANGES TO BE NOTED ABOVE |

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S H I P T O

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| <p>REV. 3/88</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 SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</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> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| | 304 586 0024 | 5/4/11 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| President | 550685473 | |

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|---|----------|-----|--------|---|------------|--------|
| | | | | 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 | | |
| <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: ----- TL/32 -----</p> <p>RFQ. NO.: ----- DPS1131 -----</p> <p>BID OPENING DATE: ----- 05/05/2011 -----</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: ----- 304-521-1525 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Aaron McCallister -----</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------|----------------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 304-586-0024 | DATE 5/4/11 |
| TITLE President | FEIN 550685473 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

VHF and UHF NON-DIGITAL MOBILE RADIO SPECIFICATIONS

The West Virginia State Police desire to establish an open-end contract for the purchase of non-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.

| | | Comply? | |
|--|--|------------|-----------|
| | | <u>Yes</u> | <u>No</u> |
| 1. ITEM #1 - VHF MOBILE (Wideband/Narrowband capable – Non-digital operation) | | | |
| 1.1 | A mobile under dash type radio (one piece) capable of operating in the 150-174 MHz band shall be provided. | <u>X</u> | _____ |
| 1.2 | Radio shall be capable via programming of wide band and narrow band operation. | <u>X</u> | _____ |
| 1.2.1 | Each channel shall be individually programmable with regard to wideband/narrowband operation. | <u>X</u> | _____ |
| 1.2.2 | There shall be no limitations in the radio with regard to what channels may be programmed into the radio. | <u>X</u> | _____ |
| 1.2.3 | It shall be capable of storing a minimum of 512 channels. | <u>X</u> | _____ |
| 1.3 | All currently licensable frequencies shall be considered acceptable to the unit. | <u>X</u> | _____ |
| 1.4 | It shall have maximum dimensions of 7.5" W x 3.5" H x 10" D. | <u>X</u> | _____ |
| 1.5 | Channel indication shall be by way of an alphanumeric display containing a minimum of 8 digits. | <u>X</u> | _____ |
| 1.6 | If the front panel is sloped, the amount of slope shall not be greater than 20 degrees. | <u>X</u> | _____ |

- 1.7 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. X _____
- 1.8 It shall transmit with a minimum of 40 watts RF. X _____
- 1.9 Receiver audio stage shall be capable of a minimum of 5 watts of audio from the internal speaker. X _____
- 1.10 The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability. X _____
- 1.11 An external speaker will be provided with the unit. X _____
- 1.11.1 When the external speaker is in use, any internal speaker shall be capable of being disabled. X _____
- 1.11.2 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. X _____
- 1.12 A standard mobile microphone shall be provided. X _____
- 2. ITEM #2 - UHF MOBILE (Wideband/Narrowband capable - Non-digital operation)**
- 2.1 A mobile under dash type radio (one piece) capable of operating in the 403 - 470 MHz band shall be provided. X _____
- 2.2 Radio shall be capable via programming of wide band and narrow band operation. X _____
- 2.2.1 Each channel shall be individually programmable with regard to wideband/narrowband operation. X _____
- 2.2.2 There shall be no limitations in the radio with regard what channels may be programmed into the radio. X _____
- 2.2.3 All currently licensable frequencies shall be considered acceptable to the unit. X _____
- 2.3 It shall be capable of storing a minimum of 512 channels. X _____
- 2.4 Channel indication shall be by way of an alphanumeric display containing a minimum of 8 digits. X _____

- 2.5 It shall have maximum dimensions of 7.5" W x 3.5" H x 10" D. X _____
- 2.6 If the front panel is sloped, the amount of slope shall not be greater than 20 degrees. X _____
- 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. X _____
- 2.8 It shall transmit with a minimum of 40 watts RF. X _____
- 2.9 Receiver audio stage shall be capable of a minimum of 5 watts of audio from the internal speaker. X _____
- 2.10 The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability. X _____
- 2.10.1 An external speaker will be provided with the unit. X _____
- 2.10.2 When the external speaker is in use, any internal speaker shall be capable of being disabled. X _____
- 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. X _____
- 2.11 A standard microphone shall be provided. X _____
- 3. GENERAL SPECIFICATIONS AND WARRANTY relating to Items 1 & 2.**
- 3.1 A working example of the equipment to be provided will be available for evaluation prior to award. X _____
- 3.2 Operating and repair manuals will be provided on each component delivered for evaluation. X _____
- 3.3 The documentation supplied by the accepted vendor will not be returned, and shall not be construed as being part of the manuals required in other parts of this specification. X _____

- 3.4 The working sample will include explicit instructions and diagrams to facilitate connection of all components as intended by the vendor. X _____
- 3.5 If the vendor desires, it is acceptable for a representative to assemble the package in working order. X _____
- 3.6 Any failure of the example to not contain all items specified and to not perform as required will be grounds for disqualification of the bid. X _____
- 3.7 All equipment shall be warranted for a period of 2 years, including parts and labor, and beginning when the equipment is first placed in service. X _____
- 3.8 All features that are placed in the radio by way of programming or feature encoding will remain for the life of the radio. X _____
- 3.8.1 Any lost feature information (ie. # of channels, type of radio, etc) will be replaced (provided) at no charge for the life of the radio. X _____
- 3.9 The successful vendor shall provide pre-paid shipping labels to cover all shipping charges for any item needing to be returned for repair work during the warranty period. X _____
- 3.10 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. X _____
- 3.11 All firmware upgrades will be free of charge for the life of the radio and shall be provided via Internet connection to a downloadable software site. X _____
- 3.12 All programming software updates shall be free of charge for the life of the radio and shall be provided via Internet connection to a downloadable software site. X _____
- 3.13 All items are to be available for purchase separately and each item is to be individually priced. X _____

- 3.14 Each item bid is to include make and model on Price Quotation sheet provided, and shall include literature sufficient for analysis of product being proposed.

X _____

4. COMPATIBILITY

- 4.1 Any modifications necessary to make this equipment operate properly with other provided equipment are to be the responsibility of the vendor.

X _____

- 4.2 All programming and jumper settings must be performed prior to delivery for operation with any other equipment in this specification.

X _____

- 4.3 All equipment shall function without unintended interaction and interference to other components.

X _____

5. SERVICE MANUALS

- 5.1 Schematics will be available and provided as specified.

X _____

- 5.2 A minimum of 6 complete depot level service/repair manuals will be provided.

X _____

- 5.3 If greater than 30 radios are provided, service/repair manuals shall be provided in a ratio of 1 manual per 5 radios.

X _____

- 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.

X _____

- 5.5 Any failure to comply will be grounds for disqualification of the bid, or cancellation of the contract.

X _____

6. The following options shall be available for Items 1 & 2:

- 6.1 Desktop Microphone to substitute for mobile microphone.

X _____

- 6.2 Desktop Power Supply to convert mobile radio into table top base type radio.

X _____

7. PROGRAMMING SOFTWARE

- 7.1 All radio programming must be able to be performed on a Microsoft Windows XP based computer.

X _____

- 7.2 The vendor shall make available for purchase all programming software and cabling necessary to program all radios.

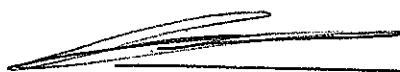
X _____

| DPS1131 | | | | | |
|--------------------------------------|--|-----------|----------|--------------|----------------|
| Bid Form - Non-Digital Mobile Radios | | | | | |
| Item # | Description | Model No. | Quantity | Unit Price | Extended Price |
| 1 | VHF Mobile - non-digital capability | RMV800A | 100 | \$ 399.99 | \$ 39999.00 |
| 2 | UHF Mobile - non-digital capability | RMU800A | 25 | \$ 399.99 | \$ 9999.75 |
| 3 | Desktop Microphone - Options for Items Nos. 1 and 2 | RDM800 | 20 | \$ 59.99 | \$ 1199.80 |
| 4 | Desktop Power Supply - Options for Items Nos. 1 and 2 | LPA0158 | 20 | \$ 229.99 | \$ 4599.80 |
| 5 | Programming Software | RESM8 | 5 | \$ 17.00 | \$ 85.00 |
| 6 | Programming Cable | PCRM8 | 5 | \$ 17.00 | \$ 85.00 |
| 7 | Programming Interface (if required) Failure to use this information may result in disqualification. | N/A | 5 | \$ -- | \$ -- |
| Bidder / Vendor information: | | | | Grand Total: | \$ 55968.33 |
| Name: Electronic Services Inc. | | | | | |
| Address: PO Box 474 | | | | | |
| Phone No.: 304 580 0024 | | | | | |
| Fax No.: 304 521 1525 | | | | | |
| Email Address: WVESTFC@aol.com | | | | | |

ATTACHMENT
P.O.# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

 5/4/11

Signature Date

President

Title

Electronic Services Inc

Company Name

Signature Date

Title

Agency/Division

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Electronic Services Inc.

Signed: _____

Title: President +

Date: 5/4/11

RFQ No. _____

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: Electronic Services Inc.

Authorized Signature: _____ Date: 5/4/11

State of WV

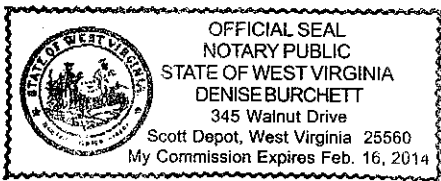
County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 4 day of May, 2011.

My Commission expires 16 Feb., 2014.

AFFIX SEAL HERE

NOTARY PUBLIC Denise Burchett



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,
 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: Electronic Sales, Inc Signed: [Signature]
 Date: 5/4/11 Title: President

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



Electronic Services Inc.
 8800 Rt.34
 P.O. Box 474
 Winfield, WV 25213
 304-586-0024 Fax: 304-521-1525
 WWW.WVESI.COM
 WV Contractor License # WV042278

| | |
|-------------|----------|
| Quote #: | 500 |
| Quote Date: | 5/4/2011 |
| Page: | 1 |
| Customer #: | 876 |

Quoted To:
 West Virginia State Police
 4124 Kanawha Turnpike
 South Charleston, WV 25309

Valid Through: 6/3/2011

Phone: 304-746-2141 Cust PO: Terms:
 Reference: DPS1131 Ship Via: Salesperson: Aaron

| Stock Code | Description | Quantity | Price | Extended |
|------------|---|----------|--------|-----------|
| RMV800A | Relm - 512 channels, 136-174 MHz VHF, 12.5/15KHz narrowband, 5-watt internal speaker,50/15/5-watts RF Output With external speaker included | 100.00 | 399.99 | 39,999.00 |
| RMU800A | Relm - UHF(450-512 MHz) 45 watts 16 Char. Alpha - Numeric Display Field Programmable Wireless Clone | 25.00 | 399.99 | 9,999.75 |
| RDM800 | BK Radio - Desktop Microphone | 20.00 | 59.99 | 1,199.80 |
| LAA0158 | BK Radio - Desktop Power Supply W/ACFEN3E4011 DC Power Cord | 20.00 | 229.99 | 4,599.80 |
| RESM8 | BK Radio - Programming Software | 5.00 | 17.00 | 85.00 |
| PCRM8 | BK Radio - Programming Cable | 5.00 | 17.00 | 85.00 |

*** 5/4/2011 04:33 pm ***

| | |
|-----------|-----------|
| SubTotal: | 55,968.35 |
| Tax: | 0.00 |
| Shipping: | 0.00 |
| Total: | 55,968.35 |

West Virginia Bid Due May 5

| | | |
|-----------------------|---|--|
| 1 | 100 VHF Mobile 100 External Speaker | RMV800A RSRM8 |
| 2 | 25 UHF Mobile 25 External Speaker | RMU800A RSRM8 |
| 3 | 20 Desktop Microphone | RDM800 |
| 4 | 20 Desktop Power Supply 20 Desktop Power Cable | LAA0158 ACFEN3E4011 |
| 5 | 5 Programming Software | RESM8 |
| 6 | 5 Programming Cable | PCRM8 |
| 7 | 5 Programming Interface | |
| Optional Items | | |
| Microphones | DTM Microphone Mobile Microhone | MMDTMFRM8 MMRM8 |
| Service Manuals | UHF Service Manual VHF Service Manual | SERMANRMU800 SERMANRMV800 |
| Extended Warranty | Extended Warranty to 36 months Extended Warranty to 48months | RFW0012 RFW0024 |
| Mobile Antenna | VHF Antenna UHF Antenna Magnetic Base with 17ft cable | MWV1360S 1201-30996-500 1201-30995-600 |

800

RELM/RBK RMV800 and RMU800 Mobile Radios

General

Frequency Range 136-174 MHz VHF
 450-512 MHz UHF
 Channel Capacity 512 max.
 Zone Capacity 256 max.
 Channel Spacing 25/30 and 12.5/15 KHz
 Operating Voltage 13.6 VDC +/-15%
 Current Drain 0.5 A Standby
 < 2.0 A Receive
 < 8 A Transmit (25W)
 < 12 A Transmit (50W)

Receiver

Sensitivity (wide/narrow) 0.28/0.35 uV
 Selectivity (wide/narrow) 75/65 dB
 Intermodulation (wide/narrow) 70/65 dB
 Spurious Response Rejection 85 dB 80 dB
 S/N (wide/narrow) 48/42 dB
 Internal Audio Power Output 5W (less than 10% distortion)
 3W (less than 3% distortion)
 External Audio Power Output 13W (less than 5% distortion)
 12W (less than 3% distortion)

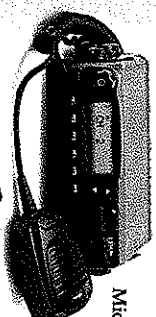
Frequency Stability +/-2 ppm
 Operating Temperature -30 ~ +60 C
 Antenna Impedance 50 Ohm
 Dimensions (LxWxH) 6.5" x 7.1" x 1.9"
 Weight 4.2 lbs.

Transmitter

RF Power Output--selectable 50/15/5-watts VHF; 45/15/5-watts UHF
 Modulation F3E
 Spurious and Harmonics 25W
 -36 dBm<1 GHz -33 dBm<1 GHz 25W
 -36 dBm<1 GHz -28 dBm<1GHz 45W
 PM Hum & Noise (wide/narrow) 48/42dB
 Audio Distortion +/- 3%

Applicable MIL-STD 810C/D/E/F

| Standard | MIL 810 C Methods / Procedures | MIL 810 D Methods / Procedures | MIL 810 E Methods / Procedures | MIL 810 F Methods / Procedures |
|------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Low Pressure | 500.1/I | 500.2/II | 500.3/II | 500.4/I |
| High Temperature | 501.1/II | 501.2/III | 501.3/I | 501.4/I, II |
| Low Temperature | 502.1/I | 502.2/III | 502.3/III | 502.4/I, II |
| Solar Radiation | 505.1/I | 505.2/I | 505.3/I | 505.4/I, II |
| Rain | 506.1/II | 506.2/II | 506.3/II | 506.4/III |
| Humidity | 507.1/II | 507.2/III | 507.3/III | 507.4/I |
| Salt Fog | 509.1/I | 509.2/I | 509.3/I | 509.4/I |
| Dust | 510.1/I | 510.2/I | 510.3/I | 510.4/I |
| Vibration | 514.2/VI, X | 514.3/I | 514.4/I | 514.5/I |
| Shock | 516.2/II, V | 516.3/IV | 516.4/IV | 516.5/I |



Microphone and install kit included

RELM/RBK RADIO

Making reliable communications affordable

RELM Wireless Corporation
 7100 Technology Drive - West Melbourne, FL 32904
 USA: 800-821-2900 • International: 321-984-1414 • Fax: 800-704-3177
 E-mail: sales@reln.com Website: www.reln.com

800

RELM/RBK RMV800 and RMU800 Mobile Radios

Pushing the envelope for greater
 versatility and functionality



Making reliable communications affordable

RELM/RBK RADIO

800

RELM/BK RMV800 and RMU800 mobile radios

Pushing the envelope for greater versatility and functionality

- 512 channels with dynamic zoning; 256 programmable zones
- 136-174 MHz VHF or 450-512 MHz UHF
- 12.5/15KHz narrowband, 25/30 KHz wideband channel spacing; software controlled for each channel independently
- Single zone scan, multiple zone scan and list zone scan
- RF output - 50/15/5-watts VHF; 45/15/5-watts UHF, user selectable
- 5-watt internal speaker; 12-watt external speaker optional
- Built-in 1200/2400bps MSK modem for data transmission
- Scan add/delete, dual priority channel, nuisance channel delete, operator-selectable priority channel
- Ignition-sensing power off
- Time-out timer
- Compact, lightweight, ready to install; optional remote-mount control head
- Voice compander for exceptional audio quality and clarity
- PC- and front-panel-programmable for easy customization
- MDC 1200 Barcode/Decode with emergency features
- 2-Tone send and receive pager (4 pairs per channel)
- Wireless cloning transfers information from mobiles automatically over the air
- User-selectable CTCSS/DCSS tone and digital code guard
- PL/ASH technology enables future enhancements via software
- Radio password and data password protected
- Emergency siren, public address via external speaker



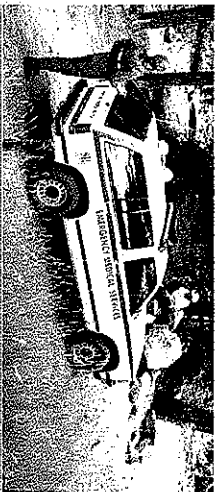
Powerful, compact, professional

The RELM/BK RMV800A VHF and RMU800A UHF Mobile Radios offer the features and functions you want and need in a powerful, compact, state-of-the-art package. The result is an exceptionally versatile radio with cost-performance value unavailable elsewhere.

With 50 watts VHF or 45 watts UHF of RF output power respectively, plus a 5-watt speaker and voice compander, these radios deliver clear, strong audio quality. And a 12-watt amplifier and an external speaker are available for operation in noisy conditions.

Their superior design means that functions and features are software-driven, creating inherent efficiencies that result in significant cost savings without compromising quality, performance, reliability, or durability even under the most demanding conditions.

These new radios are specifically designed to be easy to use and custom-program to meet your individual requirements. Front-panel controls and the LCD display make it simple to select between channel number, frequency, or alphanumeric labels. You can assign one-touch control buttons to a wide variety of functions - scan control, emergency call, public-address operation, send page, and more.



RELM/BK
RADIO

You can scan multiple channels while monitoring priority channels, add or delete scan channels, and talk back on scan channel. Messages can be edited via keypad and stored via software programming. And you can switch from repeater to radio-to-radio operation with one simple touch.

The built-in scrambler provides enhanced security for sensitive public safety and private security communications. A remote stun-rewind feature provides added security by preventing unauthorized use of lost or unguarded units. The radio can also be used to remotely control other electronic equipment via DTMF or five-tone signaling.

The rugged, easy-to-use microphone with modular-style connector and heavy-duty cable add to the radio's reliability and durability.

The new RMV/RMU800A mobile units offer a wide array of features normally found on much more expensive radios, plus rock-solid reliability along with the RELM/BK value tradition - higher performance at lower cost.

