



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

Solicitation

| |
|----------|
| NUMBER |
| COR61610 |

| |
|------|
| PAGE |
| 1 |

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Communication Service, Inc.
 12403 MacCorkle Avenue
 Charleston, WV 25315

SHIP TO

DIVISION OF CORRECTIONS
 1409 GREENBRIER ST
 CHARLESTON, WV
 25311 304-558-8045

| |
|--------------|
| DATE PRINTED |
| 05/01/2013 |

BID OPENING DATE: 05/15/2013 BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|-----------------------|----------|-----|----------|----------------------|----------------|-------------|
| ADDENDUM NO. 1 | | | | | | |
| SEE ATTACHED PAGES. | | | | | | |
| END OF ADDENDUM NO. 1 | | | | | | |
| 0001 | 21 | EA | | 725-12 | | |
| | | | | VEHICULAR REPEATERS | | |
| | | | | *Option 1 In Band | \$1680.00 each | \$35,280.00 |
| | | | | *Option 2 Cross Band | \$1300.00 each | \$27,300.00 |
| 0002 | 1 | EA | | 205-60 | 75.00 each | 75.00 |
| | | | | PROGRAMMING SOFTWARE | | |
| 0003 | 1 | EA | | 285-10 | Included | Included |
| | | | | PROGRAMMING CABLE | | |

05/15/13 10:55:20 AM
 West Virginia Purchasing Division

| | | |
|-------------------------------|------------------------|-----------------------------------|
| SIGNATURE <i>Alexa Hayton</i> | TELEPHONE 304-949-4160 | DATE 5-13-2013 |
| TITLE Office Manager | FEIN 55-0547641 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: COR61610

000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Communication Service, Inc.

Company

Laura Maxton

Authorized Signature

5/14/13

Date

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



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

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Communication Service, Inc.
 12403 MacCorkle Avenue
 Charleston, WV 25315

SHIP TO

DIVISION OF CORRECTIONS
 1409 GREENBRIER ST
 CHARLESTON, WV
 25311 304-558-8045

| |
|--------------|
| DATE PRINTED |
| 04/16/2013 |

BID OPENING DATE: 05/07/2013 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|---------------------|------------|--------|
| THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO PROVIDE SVR 200 SINGLE CHANNEL SYNTHESIZED VHF VEHICULAR REPEATER OR EQUAL WITH PROGRAMMING SOFTWARE AND CABLE, PER THE ATTACHED SPECIFICATIONS. ATTACHMENTS INCLUDE: 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. COR61610 SPECIFICATIONS 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. RESIDENT VENDOR PREFERENCE (RVP) FORM 7. WV96A AGREEMENT ADDENDUM FORM AND SOFTWARE AGREEMENT FORM | | | | | | |
| 0001 | 21 | EA | | 725-12 | | |
| | | | | VEHICULAR REPEATERS | | |
| ***** THIS IS THE END OF RFQ COR61610 ***** TOTAL: | | | | | | |

| | | | | | |
|-----------|--------------------|-----------|--------------|-----------------------------------|-----------|
| SIGNATURE | <i>Hona Horton</i> | TELEPHONE | 304-949-4160 | DATE | 5-13-2013 |
| TITLE | Office Manager | FEIN | 55-0547641 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Division of Corrections to establish a contract for the one time purchase of Vehicular Repeaters.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means Vehicular Repeaters.
 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as COR61610.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **VHF VEHICULAR REPEATER 150-170 MHz**
 - 3.1.1.1 The vehicular repeater shall utilize an interface cable for one of the following radios:
 - a) Motorola APX 7500
 - b) Kenwood TK-5810
 - c) Kenwood TK-5820
 - 3.1.1.2 Cable must have manufacturer’s plugs (dual gender) to allow direct connection. Interface cables shall be listed as options and priced individually. Repeater shall be priced with no cable included, but one will normally be purchased in conjunction with repeater purchase. Generic cables requiring wiring into the manufacturer’s radio cable are not acceptable.

3.1.1.3 Unit shall be capable of interfacing to a variety of existing mobiles and communications formats (conventional, trunking, narrowband) and be upwardly compatible with new radios and technologies.

3.1.1.4 Unit shall be capable of multi-vehicle operation with automatic priority repeater establishment and maintenance. Units shall provide means of responding during full duplex mobile reception and repeater hang time.

3.1.1.5 Repeater should be single channel receive and transmit in the selected band.

3.1.1.6 Repeater must be synthesized and programmable for frequencies, tones and operating parameters. Bidder should state method of programming and provide a copy of software if PC programmable.

3.1.1.7 Activation of mobile repeat mode must be tone squelch protected.

3.1.2 Transmitter Requirements:

3.1.2.1 Repeater shall operate in the following band: VHF 150-174 MHz

3.1.2.2 Operation of the repeater shall be capable and configured for narrowband operation.

3.1.2.3 Transmitter conducted spurious output shall be -50dbc minimum.

3.1.2.4 Transmitter frequency stability shall be 1.5ppm over an operating range of -30 degrees C to +60 degrees C.

3.1.2.5 Transmitter audio response shall be +1/-3db within a +6db/octave pre-emphasis curve from 300Hz to 3 kHz.

- 3.1.2.6 Transmitter audio distortion shall be maximum 5% at 60% deviation with a 1 kHz tone.
- 3.1.2.7 Repeater shall be capable of transmitting a single frequency burst tone at 60% deviation for duration of 500-800mSec in compliance with the multi-vehicle protocol utilizing the following tones: 832.5, 847.5 and 682.5 Hz.
- 3.1.2.8 Repeater shall be capable of transmitting a sub audible CTCSS tone at ± 700 Hz deviation which is programmable and different from its decode tone.
- 3.1.2.9 Repeater shall be capable of transmitting local mobile microphone audio to the handheld; the level shall be adjustable for ± 3 kHz deviation.
- 3.1.2.10 During base to portable transmissions, the repeater shall periodically unkey to check for transmissions from handhelds or other vehicular repeaters on site.
- 3.1.2.11 The sampling interval shall be programmable and a random offset shall be employed to prevent 2 repeaters from sampling at the same time.
- 3.1.2.12 The sampling duration shall be less than 50 mSec. During the sampling interval, the receiver shall be capable of detecting 2 CTCSS tones simultaneously.
- 3.1.2.13 If tone from the handheld is detected; the receiving unit will revert to non-priority status. If no tone or wrong tone is detected, the repeater should continue to operate in base to portable mode.
- 3.1.2.14 Co-channel interference shall not cause the repeaters to cease operation.

3.1.3 Receiver Requirements:

- 3.1.3.1 Repeater shall operate in the following band: VHF 150-174 MHz
- 3.1.3.2 Operation of the repeater shall be capable of and configured for narrowband operation.
- 3.1.3.3 Receiver sensitivity shall be a minimum of $4\mu\text{V}$ for 12db Sinad operation.
- 3.1.3.4 Receiver adjacent channel selectivity shall be a minimum of 60 db for 25 kHz channel spacing.
- 3.1.3.5 Receiver spurious and image rejection shall be a minimum of 60db.
- 3.1.3.6 Receiver 3rd tone intermodulation response shall be shall be a minimum of 60db.
- 3.1.3.7 Receiver audio response shall be $\pm 3\text{db}$ within a 6db/octave de-emphasis curve from 300Hz to 3 kHz.
- 3.1.3.8 Receiver modulation acceptance shall be a minimum of $\pm 7.5\text{kHz}$ channel spacing.
- 3.1.3.9 Receiver shall be capable of accurately decoding CTCSS from the handheld. Mobile transmit activation shall not occur in the absence of tone. The receiver shall be capable of decoding at least 2 primary tones are detected from the sub-audible CTCSS tones simultaneously.
- 3.1.3.10 If the primary tone is detected from the handheld operator, the vehicular repeater shall repeat the transmission handheld base mode. If, during priority sampling, the secondary tone is detected from other vehicular repeaters, the receiving unit will remove itself from priority mode and cease transmissions.
- 3.1.3.11 Reception of carrier without tone or carrier with a CTCSS tone different from the handheld tone or the vehicular repeater encodes tone shall not cause the system to malfunction. The system shall be capable of detecting co-channel interference and continue to operate properly in the presence of carrier sources outside of its system.

- 3.1.3.12 Receiver shall be capable of decoding in-band single tone bursts with duration of 500-800 mSec from other repeaters and revert to a non-priority status upon proper decoding. The repeater shall maintain a count of the number of decoded tone bursts and adjust its priority status accordingly (increment count for each burst). The repeater shall be capable of maintaining a priority hierarchy for up to 100 vehicles. The receiver shall be capable of decoding 832.5Hz, 847.5Hz and 682.5Hz.
- 3.1.3.13 Receiver shall continue to monitor all radio activity even when not a priority status, and shall take positive steps to re-establish a priority unit when the absence of a priority repeater is detected.
- 3.1.3.14 Repeaters at priority status shall be capable of detecting the presence of other repeaters transmitting and automatically take appropriate action to prevent radio "collisions"
- 3.1.3.15 Receiver shall provide repeater receiver audio from the handheld for local monitoring. Audio power shall be a minimum 400mW into 8ohms resistive.

3.2 Other Requirements

- 3.2.1 A method of enabling and disabling the repeater shall be provided so that the driver may activate the repeat mode only when leaving the vehicle.
- 3.2.2 The repeater shall have a minimum of the following indicators: DC power/activation, priority status, mobile transmit indication, repeater receiver status, and repeater transmit indication. The indicators must be visible from a wide viewing angle and easily readable in ambient light conditions.
- 3.2.3 The repeater shall be capable of operating with a wide variety of existing radios or radios purchased in the future. Interfacing of the repeater shall be upwardly compatible with different communication formats including trunking and narrowband technologies.

- 3.2.4 Before award, bidder shall provide the following documentation regarding the Repeater:
- a). System description and operating instructions, including theory of operation and complete description of all controls and functions.
 - b). Complete installation instructions and description of optional configurations.
 - c). Alignment instructions.
 - d). Programming software and manual.
 - e). Detailed schematic and parts list.
 - f). Parts locator diagram.
- 3.2.5 Application note shall be available for all radios specified above to allow modifications and programming required for operation with purchased interface cable.
- 3.2.6 Bidder must provide proof of authorization to purchase and resell manufacturers equipment prior to award.
- 3.2.7 All equipment shall be warranted by the manufacturer for a minimum of 3 years, including parts and labor.
- 3.2.8 The equipment warranty period shall begin when the equipment is first placed in service, not to exceed 6 months from the date of purchase.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by completing the unit price row first. Then multiple the quantity row with the unit price to get the extended total price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1409 Greenbrier Street, Charleston, WV 25311.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the

REQUEST FOR QUOTATION
COR61610 Vehicular Repeaters

original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
COR61610 Vehicular Repeaters

*Option 1

Pricing Page -- Exhibit A

| Item | Description | Qty. | Unit Price | Extended Price |
|---------|---------------------------------------|------|----------------|----------------|
| 3.1.1 | VHF Vehicular Repeater 150-170 MHz | 21 | \$1680.00 each | \$35,280.00 |
| | <u>Software & Cables</u> | | | |
| 3.1.1.2 | Programming Cable | 1 | Included | Included |
| 3.1.1.6 | Programming Software | 1 | 75.00 each | 75.00 |

Total cost: \$35,355.00

| |
|---|
| Bidder/Vendor Information: |
| Name: Communication Service, Inc. |
| Address: 12403 MacCorkle Avenue Charleston, WV 25315 |
| Phone #: 304-949-4160 |
| Fax #: 304-949-4164 |
| FEIN: 55-0547641 |
| Email Address: csiont@suddenlinkmail.com |
| Authorized Signature: <i>Nessa Clayton</i> |

Failure to use this form may result in disqualification

REQUEST FOR QUOTATION
COR61610 Vehicular Repeaters

Pricing Page -- Exhibit A

| Item | Description | Qty. | Unit Price | Extended Price |
|---------|---------------------------------------|------|----------------|----------------|
| 3.1.1 | VHF Vehicular Repeater 150-170 MHz | 21 | \$1300.00 each | \$27,300.00 |
| | <u>Software & Cables</u> | | | |
| 3.1.1.2 | Programming Cable | 1 | Included | Included |
| 3.1.1.6 | Programming Software | 1 | 75.00 each | 75.00 |

Total cost: \$27,375.00

| |
|--|
| Bidder/Vendor Information: |
| Name: Communication Service, Inc. |
| Address: 12403 MacCorkle Avenue |
| Charleston, WV 25315 |
| Phone #: 304-949-4160 |
| Fax #: 304-949-4164 |
| FEIN: 55-0547641 |
| Email Address: csiomt@suddenlinkmail.com |
| Authorized Signature: <i>Karen Shayton</i> |

Failure to use this form may result in disqualification

Communication Service, Inc.

12403 MacCorkle Avenue Charleston, West Virginia 25315

304-949-4160 304-949-4164 Fax

OPTIONS PAGE

Mobile Interface cables **\$ 85.00 - \$125.00 each**
(Connects repeater to mobile radio - depends on the brand of mobile radio)

Option *1

SVR 200 vehicular repeater **\$1680.00 each**
(In Band VHF to VHF or UHF to UHF)

Option *2

SVR 200 vehicular repeater **\$1300.00 each**
(Cross Band UHF to VHF or VHF to UHF)



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Communication Service, Inc.

(Company)

Donna Thaxton

(Authorized Signature)

Donna Thaxton, Office Manager

(Representative Name, Title)

304-949-4160

(Phone Number)

304-949-4164

(Fax Number)

5-14-2013

(Date)

RFQ No. COR61610

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Communication Service, Inc.
Authorized Signature: *Alona Hartm* Date: May 14, 2013

State of West Virginia

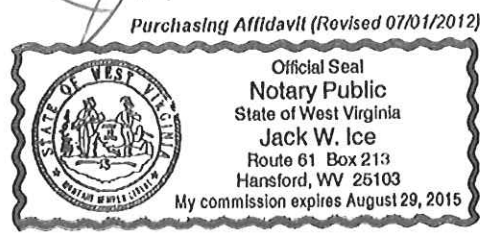
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14th day of May, 2013.

My Commission expires August 29, 2015, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC *JW Ice*



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.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Communication Service, Inc.

Signed: [Signature]

Date: 5-14-2013

Title: Office Manager

AGREEMENT ADDENDUM FOR SOFTWARE

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 provision 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. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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 in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. 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. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
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

VENDOR

Spending Unit: _____

Company Name: Communication Service, Inc.

Signed: _____

Signed: Alexia Maxton

Title: _____

Title: Office Manager

Date: _____

Date: 5-14-2013

ATTACHMENT
PURCHASE ORDER NO. COR61610

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

Agreed

Alexa Barton
Signature Date
Office Manager 5-14-2013
Title
Communication Service, Inc.,
Company Name

Signature Date

Title

Agency/Division



P Y R A M I D
COMMUNICATIONS

April 30, 2013

RE: Communication Service Inc.
12403 MacCorkle Ave.
Charleston, WV 25313

To whom it may concern:

Pyramid Communications is a manufacturer of Vehicular Repeaters and Mobile Data equipment with our corporate offices located in Irvine, CA. Our company has been providing products and services to the Two-Way Radio Communications Industry and marketplace since 1990.

We have structured our organization to utilize Manufactures Representative Firms and Dealers who are charged with the responsibility of soliciting and managing our dealer network. We primarily sell, service, and provide warranty support for our products through our dealer network. However in the event that the dealer becomes unable to maintain or support the equipment, we guarantee maintenance and support per our Warranty Agreement.

Accordingly, please be advised that the following dealer is authorized by Pyramid Communications to sell and service all products to West Virginia State and Local Government entities as well as to any additional State of West Virginia entities authorized by the State of West Virginia to procure products under any contract award resulting from their offering to the above referenced ITB.

Communication Service Inc.
12403 MacCorkle Ave.
Charleston, WV 25313

We thank you for your attention to this matter.

Sincerely,

Gary Hoff

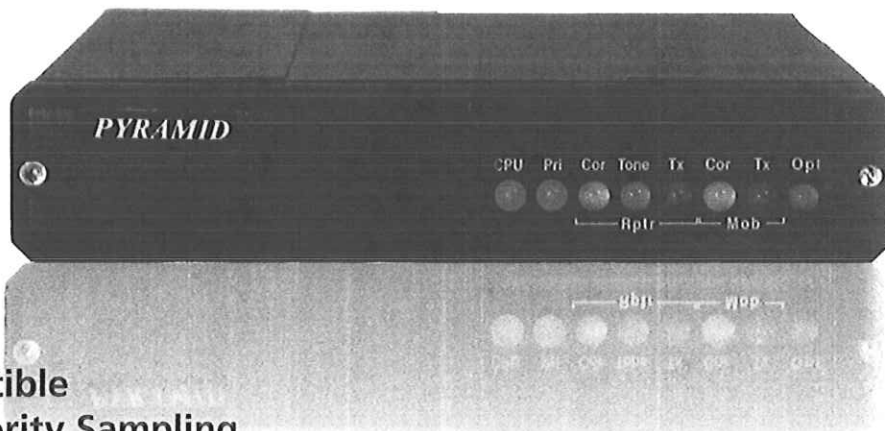
President, Pyramid Communications

SVR 200 The Industry Standard

SINGLE CHANNEL

2 WATT COVERAGE

PRIORITY STRUCTURE



- ▲ Motorola PAC/RT Compatible
- ▲ "First Man Out" with Priority Sampling
- ▲ Synthesized Operation PC Programmable Frequencies and Tones
- ▲ LTR, EDACS and Motorola Trunking Compatible
- ▲ Factory Interface Cables for Most Popular Public Safety Radios
- ▲ Remote Channel Selector, Auxiliary Receiver, and In-Band Filtering Options

SVR 200 Single Channel Synthesized Vehicular Repeater

The Pyramid Communications model **SVR-200** is a μ P controlled, synthesized low power vehicle repeater. It is designed to **interface between a high power mobile radio and a low power handheld**. If the radio operator is out of the vehicle and the mobile radio is receiving a transmission, the SVR-200 will repeat the signal to the user's handheld. The user may also transmit back to the SVR-200 via their handheld, and the transmission will be repeated back to the base by the high power mobile radio, effectively **extending the range of the low power handheld** to that of the mobile radio. On-board logic control by the microprocessor ensures that only one vehicle will become active as the repeater, should several vehicles arrive at the same scene. The logic also **handles cases where**

the priority vehicle leaves the scene (or fails), or another priority vehicle arrives from another scene. The SVR-200 **remains the industry standard** in Public Safety Vehicular Repeaters with a complete line of accessories to ensure you get the most from your communications system. Factory interface cables for most popular public safety mobiles, **simplify installation and enhance reliability**. A complete line of filter products that **eliminates interference in crossband** and in-band applications. The RCS-200* allows personnel to remotely change the mobile channel from a DTMF keypad on the portable allowing **seamless communications with the appropriate agencies**.



714 901-5462
www.pyramidcomm.com

P Y R A M I D
COMMUNICATIONS

Specifications SVR 200



| TRANSMITTER | VHF | UHF | 700 | 800 | 900 |
|--------------------------------|---------------------|---|---|----------------------------|---|
| Frequency Range | 150-174 MHz | 450-470 MHz 405-425 MHz ^o | 764-776 MHz 794-806 MHz ^o | 806-824 MHz 851-869 MHz | 897-902 MHz ^o 936-941 MHz |
| RF power out | 250mW - 2W | 250mW - 2W | 100mW - 600mW | 100mW - 600mW | 100mW - 600mW |
| Spurious emissions | -50dBc | -52dBc | -45dBc | -45dBc | -45dBc |
| Frequency stability -30°~+60°C | ±1.5 PPM | ±1.5 PPM | ±1.5 PPM | ±1.5 PPM | ±1.5 PPM |
| Modulation | 11KOF3E/16KOF3E | 11KOF3E/16KOF3E | 11KOF3E | 11KOF3E/16KOF3E | 11KOF3E |
| Hum and noise | -40dB | -40dB | -40dB | -40dB | -40dB |
| Audio response (300-3kHz) | Flat or -6dB/octave | Flat or -6dB/octave | Flat or -6dB/octave | Flat or -6dB/octave | Flat or -6dB/octave |
| Audio distortion | <3%@60% deviation | <3%@60% deviation | <3%@60% deviation | <3%@60% deviation | <3%@60% deviation |
| Local mic sensitivity | 300mV - 5VPP | 300mV - 5VPP | 300mV - 5VPP | 300mV - 5VPP | 300mV - 5VPP |
| FCC Type Acceptance | LRUSVR-200VB | LRUSVR-200UD | LRUSVR-200M | LRUSVR-200M | LRUSVR-200M |
| Industry Canada Approval | 2390 195 458A | 2390 212 113A | 2390A-SVR200M | 2390A-SVR200M | 2390A-SVR200M |

| RECEIVER | VHF | UHF | 700 | 800 | 900 |
|---------------------------|----------------------------------|---|---|----------------------------------|---|
| Frequency Range | 150-174 MHz | 450-470 MHz 405-425 MHz ^o | 764-776 MHz 794-806 MHz ^o | 806-824 MHz 851-869 MHz | 897-902 MHz ^o 936-941 MHz |
| RF sensitivity | .35µV | .35µV | .35µV | .35µV | .35µV |
| Squelch sensitivity | .2µV to 2µV adjustable | .2µV to 2µV adjustable | .2µV to 2µV adjustable | .2µV to 2µV adjustable | .2µV to 2µV adjustable |
| Modulation acceptance | ±3.75/±7.5kHz | ±3.75/±7.5kHz | ±3.75kHz | ±3.75/±7.5kHz | ±3.75kHz |
| Selectivity | 72dB | 60dB | 50dB | 50dB | 50dB |
| Spurious/image rejection | 70dB | 60dB | 60dB | 60dB | 60dB |
| IMD response | 60dB | 60dB | 60dB | 60dB | 60dB |
| Frequency stability | 1.5 PPM | 1.5 PPM | 1.5 PPM | 1.5 PPM | 1.5 PPM |
| Audio response (300-3kHz) | Flat or +6dB/octave | Flat or +6dB/octave | Flat or +6dB/octave | Flat or +6dB/octave | Flat or +6dB/octave |
| Audio output | 0-5VPP AC coupled 600/2.2K | 0-5VPP AC coupled 600/2.2K | 0-5VPP AC coupled 600/2.2K | 0-5VPP AC coupled 600/2.2K | 0-5VPP AC coupled 600/2.2K |
| Local Rx audio | 400 mW 8 Ohms@ <5% distortion | 400 mW 8 Ohms@ <5% distortion | 400 mW 8 Ohms@ <5% distortion | 400 mW 8 Ohms@ <5% distortion | 400 mW 8 Ohms@ <5% distortion |

^o SPECIAL ORDER



Power Requirements

| | |
|-----------|-------------------------------|
| DC Supply | 13.6VDC negative ground ± 25% |
| Standby | 170mA |
| Receive | 250mA @ 400mW Rx Audio |
| Transmit | <1A @ rated output |

| | |
|---------------------|------------------------------|
| Physical Dimensions | 5.275"W x 6"L x 1.12"H |
| Weight | 18 ounces |
| Case | One piece extruded aluminium |

Mil-Std-810D/E Ratings

| | |
|-------|---|
| 501.2 | Procedure II High Temp +60°C |
| 502.3 | Procedure II Low Temp -30°C |
| 507.2 | Procedure II Humidity |
| 510.2 | Procedure II Blowing Dust |
| 514.3 | Procedure I Category 8 Vibration, Ground Vehicle |
| 516.3 | Procedure I Shock |

"For years, security force personnel have had to endure the consequences of ineffective communications. Now we are able to constantly communicate in all previously identified dead spot areas."

- USAF Director of Security Forces

