

DEPARTMENT OF ADMINISTRATION
Purchasing Division



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WV Purchasing Division



West Virginia Division of Public Transit
Proposal for P25 Radios and Base Station
March 31, 2015

Original



President's Greeting

On behalf of the AMK Service's Team, I would like to thank the West Virginia Division of Public Transit for the opportunity to share your vision for advanced, future-ready and efficient radio equipment. The provided Harris Momentum solution described in this proposal offers the ability to operate in digital mode using a standards based DMR platform. AMK Services is excited at the prospect of building a relationship with the Division of Public Transit and assisting you in providing your department the radio equipment it needs to communicate effectively in the field.

Many of us at AMK are former Public Safety and/or Military personnel, so we understand the importance of reliable and future ready Public Safety Systems. Public safety demands excellence in their communications and the AMK team has presented a versatile, efficient and future ready radio for Simpsonville Fire. Some of the key benefits of our proposal are:

The Tait P25 Platform Offers;

- Software upgradability to Phase 2
- Fully compliant with TIA P25 standards
- Full Narrowband capability
- Approved, market leading encryption
- Full CAP testing for interoperability & mutual aid
- A rich feature set to improve workforce Health & Safety



Commitment, Capability and AMK Services Means Low Risk

AMK Services is a solution provider who has worked diligently with Tait Communications, our manufacturer and partner, to submit a comprehensive proposal for reliable radio equipment while maintaining a competitive pricing structure. Our commitment to the Division of Public Transit begins with the implementation and carries through to our responsive, customer oriented maintenance programs. AMK Services has a proven track record of providing excellent service at fair prices to locales throughout the Midwest and Southeastern United States.

Greg Graham

Greg Graham
President, AMK Services

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1. Equipment Description

1.1 TM9100 Mobile Radio

The TM9100 series (TM9155 and TM9135) offer industry-leading digital audio clarity, superb usability and are tested in a P25 Compliance Assessment Program (P25 CAP) recognized laboratory for P25 interoperability you can depend on.



The TM9100 series are designed for ultimate flexibility – ready to change with you as your needs change. The TM9100s give you the flexibility of working in digital, analog and auto-sensing dual mode and can be used on analog, P25 conventional, trunked and simulcast networks.

Key Features

- FIPS 140-2 certified encryption for secure communications
- Tested beyond MIL-STD-810C, D, E and F
- A range of analog signaling features - MDC1200 encode/decode and Two Tone decode with the purchase of software licenses
- Comprehensive scanning features including P25 talk group, priority, dual priority and editable scanning
- High temperature display option optimizes screen visibility in hot environments.

1.2 TP9100 Portable Radio

The TP9100 series (TP9155/TP9160 and TP9135/TP9140) offer industry-leading digital audio clarity, superb build quality and are tested in a P25 Compliance Assessment Program (P25 CAP) recognized laboratory for interoperability.

The TP9100s are tough, dependable and sophisticated pieces of radio engineering. For mixed fleets and migration ease, the TP9100s give you the flexibility of working in digital, analog and auto-sensing dual mode, and can be used on analog, P25 conventional, trunked and simulcast networks.



Key Features

- An Intrinsically Safe option is available for use in hazardous areas
- A range of analog signaling features - MDC1200 encode/decode* and Two Tone decode with the purchase of software licenses**
- FIPS 140-2 certified encryption for secure communications
- Rugged build is tested beyond MIL-STD-810C, D, E and F

- Configurable emergency options - Man Down and Lone Worker as standard
- Comprehensive scanning features including P25 talk group, priority, dual priority and editable scanning

Tait Tough Radios

Few electronic devices take more abuse than mission critical portable radios. Our clients need a communication device that will work the first time, every time. We designed every detail of our portables to be tough, so they can take a beating and continue working.

Exceeding MIL-STD-810F, Tait radios also share a common interface, reducing the need for training. 'Tait Tough' portables can take the worst of knocks while intelligent power management delivers superb performance.

Secure Communications

TaitNet P25 supports end-to-end secure voice communications using P25 standard DES and AES encryption. OTAR brings efficient reprogramming of encryption keys.

Proven Performance

Tait portables deliver crystal-clear P25 digital audio, even in high noise environments, using industry leading enhanced IMBE or AMBE +2 vocoders. Our portable radios have a unique audio design to minimize background noise, especially wind noise, and work with a range of different audio accessories to suit your needs.

2. Qualifications

2.1 AMK Services

AMK Services is a Limited Liability Company (LLC) established in 2005 in Johnstown, Ohio with additional offices in Anderson, Indiana; Madison County, Kentucky and Naperville, Illinois. We are a certified Women Owned Small Business enterprise which can be found on the national data base under DUNS number 962396953. April Graham is the CEO and Chief Financial Officer. Its founder, Mr. Greg Graham, is President. Officers also include, Jim Niedermeyer - Vice President Operations Tracy Stamper- Vice President of Major Projects and Trevis Stamper- Head of Sales.

The AMK Family

- April Graham – CEO Majority Owner
- Greg Graham- President
- Jim Niedermeyer- VP Operations
- Tracy Stamper – VP Major Projects

AMK Services is a full service communications company with over 50 combined years of sales, engineering, implementation, project management and ongoing maintenance of Public Safety Grade communication systems. We have substantial experience in the engineering, implementation and maintenance of public safety grade communication systems this includes; microwave backhaul solutions, P25 solutions, UHF/VHF solutions, narrow banding, dispatch center system integration, network design and integration and fiber backhaul. This vast and diversified experience allows us to provide our current and future customers with increased options and the ability to integrate a more diverse list of communication systems.

2.2 Experience

AMK Services has years of experience in providing cities, counties and public utilities with cost effective and superior communication systems. Specific experiences include:

- North and South Carolina Utility – 60 site Harris OpenSky System
- Chicago's 911 Center – site management, engineer services, and integration for 110 public dispatch consoles, while during operations.
- Madison, KY - the design and integration of a Harris P25 system and an Exalt 4.9 microwave backhaul to supply back up connectivity to a secondary dispatch center and the implementation and integration of the 8 site Alcatel-Lucent MDR 8000 microwave system.
- Naperville and Aurora, IL - Site managed the entire installation of the Harris OpenSky Radio System. Engineering and integration of an 11 Site 4.9 Harris microwave back-haul. As well as installed all mobile radios for both Naperville and Aurora.
- Peoria, IL - AMK Services contracted with the City of Peoria, IL to engineer, install and maintain a 16 site Exalt Microwave Backhaul for the City and County.

3. Warranty

3.1 Standard Warranty Terms

Equipment	Term (after system acceptance)
Tait DMR Radio Equipment	24 months
Tait P25 Radio Equipment	24 months
3rd Party Vendor Equipment	Per vendor's warranty terms

4. Pricing

4.1 Mobile Radio

Description	Qty	Unit Price	Ext. Price
Mobiles			
Tait TM9155 Mobile Radio <i>P25 Conventional Digital Mobile, 400-470M 40W BNC Low Temp LCD Standard Microphone with U-Cradle 6m Remote Mount</i>	18	\$ 1,875.00	\$ 33,750.00
TM External Speaker 10W for 30-50W Radio	18	\$ 54.75	\$ 985.50
SFE Key - P25 Trunking Services	18	\$ 285.00	\$ 5,130.00
Labor <i>Standard installation including travel and programming</i>	18	\$ 365.00	\$ 6,570.00
Total Line 1			\$ 46,435.50

4.2 Mobile Antenna

Description	Qty	Unit Price	Ext. Price
Antennas			
Laird Technologies Phantom Antenna <i>450-470 MHz w/ Mount, 17' Cable, BNC Connector</i>	18	\$ 50.00	\$ 900.00
Total Line 2			\$ 900.00

4.3 Portable Radio

Description	Qty	Unit Price	Ext. Price
Portables			
Tait TP9155 Portable Radio <i>P25 Conventional Digital Portable, 400-470M w/ Li-Ion Battery, ANT:400-470M & US/CAN Charger</i>	2	\$ 1,728.75	\$ 3,457.50
SFE Key - P25 Trunking Services	2	\$ 285.00	\$ 570.00
Total Line 3			\$ 4,027.50

4.4 Base Station

Description	Qty	Unit Price	Ext. Price
Base Station			
Tait TM9155 Mobile Radio <i>P25 Conventional Digital Mobile, 400-470M 40W BNC Low Temp LCD Standard Microphone with U-Cradle</i>	1	\$ 1,751.25	\$ 1,751.25
SFE Key - P25 Trunking Services	1	\$ 285.00	\$ 285.00
Innovative Circuit Tech. - 12 Amp Power Supply w/ Batt Backup	1	\$ 468.00	\$ 468.00
Innovative Circuit Tech. – Hood, Tait	1	\$ 32.00	\$ 32.00
Labor <i>Standard installation including travel and programming</i>	1	\$ 730.00	\$ 730.00
Total Line 4			\$ 3,266.25

4.5 Base Antenna

Description	Qty	Unit Price	Ext. Price
Base Antenna			
Laird Technologies Fiberglass Omni Antenna <i>450-470MHz Unity Gain, 100' RG-8 Coax, Connectors and Standard Wall Mount. Installation included in Base Radio Labor</i>	1	\$ 331.00	\$ 331.00
Total Line 5			\$ 331.00

5. Required Forms

5.1 Pricing

Pricing Page for 911 Compliant Radio Systems for RCCAA				
Section #	Item and Description	Price per Unit	Quantity	Extended Amount
3.2.1	40 watt remote mounted mobile radios, such as Kenwood TK 5820 or equal	\$2,579.75	18	\$46,435.50
	Price includes Tait TM9100 Mobile, External Speaker, P25 Trunking and Installation with Travel		18	
3.2.2	Any required antennas for all radios to be operable (if applicable)	\$50.00	18	\$900.00
3.2.3	Portable radios, such as Kenwood model TK-5320 with rapid rate charger, or equal, with trunking option	\$2,013.75	2	\$4,027.50
	Price for Tait TP9155 Portable with antenna, battery, Charger and P25 Trunking		2	
3.2.4	Base station configured at RCCAA	\$3,266.25	1	\$3,266.25
3.2.5	Base antenna to be installed by RCCAA	\$331.00	1	\$331.00
3.2.6	UPS Power Backup for base station	Included in 3.2.4	1	
Total prices for RCCAA include all shipping and delivery fees				\$ 54,960.25


* Blank lines are provided to the vendor can list "or equal" items and descriptions, if necessary. Only put price in the line relating to the item for which the vendor is providing bid.

* Bid will be awarded on the overall grand total for radio purchase.

* Bid must include all shipping, delivery, handling, and programming charges.

* Price sheet should be completed in its entirety.

Delivery Address:
Raleigh County Community Action Association
111 Willow Lane
Beckley, WV 25801

	Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Quotation
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Proc Folder: 51530			
Doc Description: Request for Quote for mobile and portable radios			
Proc Type: Central Purchase Order			
Date issued	Solicitation Closes	Solicitation No	Version
2015-03-10	2015-03-31 13:30:00	CRFQ 0805 PTR150000002	1

BID RECEIVING LOCATION	
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	

VENDOR
Vendor Name, Address and Telephone Number: AMK Services 9291 Crouse Willison Road Johnstown, OH 43031 (765) 642-2995

FOR INFORMATION CONTACT THE BUYER		
Melissa Pettrey (304) 558-0094 melissa.k.pettrey@wv.gov		
Signature X 	FEN# 20-2835668	DATE 3/31/2015

All offers subject to all terms and conditions contained in this solicitation

Page: 1 FORM ID: WV-PROC-CRFQ-001



INVOICE TO		SHIP TO	
AUTHORIZED RECEIVER PUBLIC TRANSIT DIVISION OF BLDG 5 RM 806 1900 KANAWHA BLVD E CHARLESTON WV25305-0432 US		PUBLIC TRANSIT DIVISION OF RALEIGH COUNTY COMMUNITY ACTION ASSOC 111 WILLOW LANE BECKLEY WV 25801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	40-watt remote mounted mobile radios	18.00000	EA	\$2,579.75	\$46,435.50

Comm Code	Manufacturer	Specification	Model #
46171625	Tait	Equivalent	TM9155-H5C0-0AUA-00AA-10

Extended Description :
 40-watt remote mounted mobile radios, such as a Kenwood TK-5820 or equal

INVOICE TO		SHIP TO	
AUTHORIZED RECEIVER PUBLIC TRANSIT DIVISION OF BLDG 5 RM 806 1900 KANAWHA BLVD E CHARLESTON WV25305-0432 US		PUBLIC TRANSIT DIVISION OF RALEIGH COUNTY COMMUNITY ACTION ASSOC 111 WILLOW LANE BECKLEY WV 25801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Any antennas required for use for all radios to be operable	0.00000	EA	\$50.00	\$900.00

Comm Code	Manufacturer	Specification	Model #
46171625	Laird	450-470 Phantom Antenna	KIT1044-110

Extended Description :
 Any antennas required for use for all radios to be operable

INVOICE TO		SHIP TO	
AUTHORIZED RECEIVER PUBLIC TRANSIT DIVISION OF BLDG 5 RM 806 1900 KANAWHA BLVD E CHARLESTON WV25305-0432 US		PUBLIC TRANSIT DIVISION OF RALEIGH COUNTY COMMUNITY ACTION ASSOC 111 WILLOW LANE BECKLEY WV 25801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Portable radios with rapid rate charger with trunking option	2.00000	EA	\$2,013.75	\$4,027.50

Comm Code	Manufacturer	Specification	Model #
46171625	Tait	Equivalent	TP9155-H500-00HE-0DAA-10

Extended Description :

Portable radios with rapid rate charger with trunking option, such as Kenwood model TK-5320 or Equal.

INVOICE TO		SHIP TO	
AUTHORIZED RECEIVER PUBLIC TRANSIT DIVISION OF BLDG 5 RM 808 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0432	PUBLIC TRANSIT DIVISION OF RALEIGH COUNTY COMMUNITY ACTION ASSOC 111 WILLOW LANE BECKLEY US	WV 25801

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Base station configured at RCCAA	1.00000	EA	\$3,266.25	\$3,266.25

Comm Code	Manufacturer	Specification	Model #
46171625	Tait	Equivalent	TM9155-H500-0AUA-00AA-10
	ICT	Equivalent	ICT12012-12IBDG

Extended Description :

Base station configured at RCCAA. Base station should connect to power supply.

INVOICE TO		SHIP TO	
AUTHORIZED RECEIVER PUBLIC TRANSIT DIVISION OF BLDG 5 RM 808 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0432	PUBLIC TRANSIT DIVISION OF RALEIGH COUNTY COMMUNITY ACTION ASSOC 111 WILLOW LANE BECKLEY US	WV 25801

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Base antenna	1.00000	EA	\$331.00	\$331.00

Comm Code	Manufacturer	Specification	Model #
46171625	Laird	450-470 Omni	FG4500

Extended Description :

Base antenna to be installed at RCCAA



OFFICE TO		SHIP TO	
AUTHORIZED RECEIVER PUBLIC TRANSIT DIVISION OF BLDG 5 RM 906 1900 KANAWHA BLVD E CHARLESTON WV25305-0432 US		PUBLIC TRANSIT DIVISION OF RALEIGH COUNTY COMMUNITY ACTION ASSOC 111 WILLOW LANE BECKLEY WV 25801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	UPS Power Backup for base station	1.00000	EA	Included in Base Station	

Comm Code	Manufacturer	Specification	Model #
48171625		Included in Base Station	

Extended Description :

UPS Power Backup for base station. Power supply must include housing for the radio to slide into.

	Document Phase	Document Description	Page 5 of 5
PTR1500000002	Final	Request for Quote for mobile and portable radios	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

5.2 Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

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4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
 - Commercial General Liability Insurance:** In the amount of _____ or more.
 - Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.
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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____ for _____.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

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prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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29. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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32. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
33. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
34. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

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not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing_requisitions@wv.gov.

41. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. **PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

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For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

AMK Services LLC

(Company)

 Travis Stamper, Head of Sales
(Authorized Signature) (Representative Name, Title)

(765) 642-2995 (765) 642-4875 3/29/15
(Phone Number) (Fax Number) (Date)

Revised 02/27/2015

5.3 Bid Form #2

BID FORM#2
BUY AMERICA CERTIFICATION
Bidder or offerer to complete correct certification.

Certificate of Compliance with Section 165(a)

The bidder or offerer hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

March 29, 2015

Date

Authorized Signature

AMK Services

Company Name

Trevis Stamper

Name

Head of Sales

Title

Certificate for Non-Compliance with Section 165(a)

The bidder or offerer hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Act of 1982, as amended, and the regulations in 49 CFR 661.7.

Date

Authorized Signature

Company Name

Name

Title

5.4 Bid Form #3

**BID FORM #3
CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING**

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), AMK Services (COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),
AMK Services CERTIFIES OR
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31
U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THEREFO.


_____, Head of Sales
Signature and Title of Authorized Official

5.5 Bid Form #4

REQUEST FOR QUOTATION
PTR14051 Mobile radios and base station

BID FORM #4
CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the undersigned assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The (Vendor, Contractor), AMK Services certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (Vendor, Contractor) understands and agrees that the provisions of 31 U.S.C. §§ 3801, et seq., apply to this certification and disclosure.

March 29, 2015

Date

Authorized Signature



Head of Sales

Title

Revised 1/14/2014

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 exceed 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: AMK Services LLC

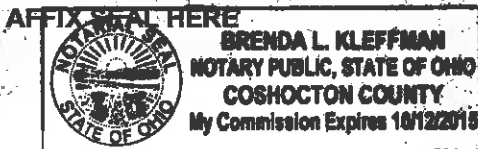
Authorized Signature: *[Handwritten Signature]* Date: 24 March 2014

State of OHIO

County of Coshocton, to-wit:

Taken, subscribed, and sworn to before me this 24 day of March, 2015.

My Commission expires 12 OCTOBER, 2015.



NOTARY PUBLIC *[Handwritten Signature]*

6. Product Sheets

Interoperable, flexible, configurable.

With FIPS validated encryption, certified interoperability, digital audio clarity and superb build quality, the TM9155 is a tough, dependable and sophisticated mobile radio.



KEY FEATURES

- ▶ Tested in a Department of Homeland Security-recognized P25 Compliance Assessment Program (P25 CAP) laboratory for interoperability and performance
- ▶ Radios can be used on analog, P25 conventional, trunked and simulcast networks
- ▶ FIPS 140-2 certified encryption
- ▶ Tested beyond MIL-STD-810 C, D, E and F
- ▶ A range of analog signaling features - MDC1200 encode/decode* and Two Tone decode with the purchase of software licenses**
- ▶ Comprehensive scanning features including P25 talk group, priority, dual priority and editable scanning
- ▶ High temperature display option optimizes screen visibility in hot environments.

*MDC1200 decode includes calling identity display and inhibit/uninhibit functionality.

**Software license option(s) available separately.



TM9155

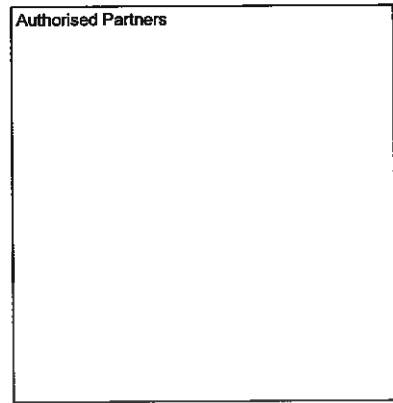
SPECIFICATIONS



RECEIVER (TYPICAL FIGURES SHOWN)				
	VHF/UHF	VHF 50W	VHF 110W	700/800MHz
Analog sensitivity				
12dB SINAD	0.28 _μ V (-118dBm)	0.315 _μ V (-117dBm)	0.25 _μ V (-119dBm)	0.28 _μ V (-118dBm)
Digital sensitivity (TIA/EIA-102)				
5%BER	0.22 _μ V (-120dBm)	0.233 _μ V (-120dBm)	0.18 _μ V (-122dBm)****	0.18 _μ V (-122dBm)
Intermodulation rejection (TIA/EIA 102)	-75dB	-75dB	-70dB	-75dB
Adjacent channel selectivity				
25/30kHz channel (TIA/EIA 603a)	-75dB	-80dB	-75dB	-75dB
12.5kHz channel (TIA/EIA 102)	-65dB	-70dB	-65dB	-65dB
Spurious response rejection	-75dB	-90dB	-70dB	-75dB
FM hum and noise				
25/30kHz channel	-43dB	-43dB	-43dB	-43dB
12.5kHz channel	-40dB	-40dB	-40dB	-40dB
Residual audio noise ratio	45dB	45dB	45dB	45dB
Audio distortion @ rated audio (3W)	3% @ 1kHz 60% modulation			
Optional external speaker output	10W (into 4 ohm)			

MILITARY STANDARDS 810C, D, E, F AND G			
Applicable MIL-STD Method	Method	Procedure	Procedure
	25/30/35/50/110W	25/30/35/50W	110W
Low pressure	500.4	2	2
High temperature	501.4	1, 2	2
Low temperature	502.4	1, 2	2
Temperature shock	503.4	1	1
Solar radiation	505.4	1	-
Rain	506.4	1, 3	3
Humidity	507.4	1	-
Salt fog	509.4	1	1
Dust	510.4	1	1
Vibration	514.5	1	1
Shock	516.5	1, 6	6

REGULATORY DATA			
USA	VHF	CFR 47 Parts 22, 74, 90, 95J, 90.210	
	UHF	CFR 47 Parts 22, 74, 90, 95A, 90.210	
	800MHz	CFR 47 Parts 22, 90	
Canada		RSS-119	
Europe		EN300 086, EN300 113, EN301 489, EN60950	
Australia/New Zealand		AS/NZ54295	
Type approval		FCC	Industrie Canada NTIA
	25W	VHF	CASTMAB1E 737A-TMAB1E
	UHF	CASTMAH5E 737A-TMAH5E	
		CASTMAH6E 737A-TMAH6E	
30/35W	UHF	CASTMAK5F 737A-TMAK5F	
40W	UHF	CASTMAH5F n/a	350-400MHz***
		CASTMAH7F n/a	380-420MHz***
50W	VHF	CASTMAB1F n/a	136-174MHz***
	110W (ERFPA)	VHF	CASTMAB1Z n/a
Emission designators		10K0F1D, 10K0F1E, 10K0F7D, 10K0F7E, 11K0F3E, 12K7F1D, 16K0F3E, 6K60F2D, 7K70F1D, 8K10F1D, 8K10F1E, 8K10F7D, 8K10F7E, 9K60F2D	



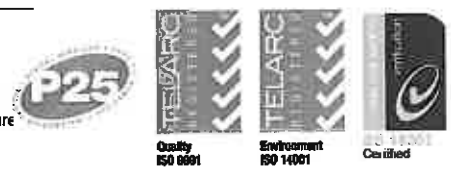
Specifications are subject to change without notice and shall not form part of any contract. They are issued for guidance purposes only. All specifications shown are typical.

*Contact your local Tait representative for more information.

For further information please check with your nearest Tait office or authorized dealer.

The word "Tait" and the Tait logo are trademarks of Tait Limited.

Tait Limited facilities are certified for ISO9001:2008 (Quality Management System), ISO14001:2004 (Environmental Management System) and ISO18001:2007 (Occupational Health and Safety Management System) for aspects associated with the design, manufacture and distribution of radio communications and control equipment, systems and services. In addition, all our Regional Head Offices are certified to ISO9001:2008.



TP9155/60 SPECIFICATIONS



Secure, dependable, and flexible.

With FIPS validated encryption, certified interoperability, digital audio clarity and superb build quality, the TP9155/TP9160 are tough, dependable and sophisticated portable radios.

The TP9155/TP9160 gives you the flexibility of working in digital, analog or auto sensing dual mode.



KEY FEATURES

- ▶ Tested in a Department of Homeland Security-recognized P25 Compliance Assessment Program (P25 CAP) laboratory for interoperability and performance
- ▶ Radios can be used on analog, P25 conventional, trunked and simulcast networks
- ▶ Intrinsically safe option is available
- ▶ FIPS 140-2 certified encryption
- ▶ Tested beyond MIL-STD-810 C, D, E and F – Tait performs tougher drop tests, then performs ingress and other tests on the same radio
- ▶ Configurable emergency features - Man Down and Lone Worker as standard
- ▶ A range of analog signaling features - MDC1200 encode/decode* and Two Tone decode with the purchase of software licenses**
- ▶ Comprehensive scanning features including P25 talk group
- ▶ User interface is common with the Tait P25 mobiles for ease of use

*MDC1200 decode includes calling identity display and inhibit/uninhibit functionality.

**Software license option(s) available separately



TP9155/60

SPECIFICATIONS



MILITARY STANDARDS 810C, D, E AND F

Applicable MIL-STD Method	Method	Procedure
Low pressure	500.4	2
High temperature	501.4	1, 2
Low temperature	502.4	1, 2
Temperature shock	503.4	1
Solar radiation	505.4	1
Rain	506.4	1, 3
Humidity	507.4	1
Salt fog	509.4	1
Dust	510.4	1
Vibration	514.5	1
Shock	516.5	1, 4

BATTERY

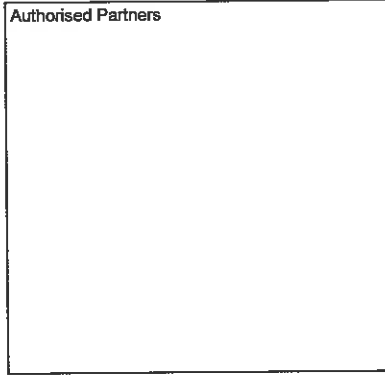
Intelligent battery options	NiMH, Standard and Intrinsically Safe (IS) 2400mAh Li-Ion 2400mAh
Battery shift life (NiMH/Li-Ion)	>12 hours 5/5/90

CHARGER

Charger options (NiMH, Li-Ion)	Fast desktop smart charger 5-way multi charger Vehicle charger
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REGULATORY DATA

USA	VHF	CFR 47 Parts 22, 74, 90, 90.210		
	UHF	CFR 47 Parts 22, 74, 90, 95A, 90.210		
	800MHz	CFR 47 Parts 22, 90		
Canada		RSS-119		
Europe		EN300 086, EN300 113, EN301 489, EN60950-01		
Australia/New Zealand		A3/NZS4295		
Type approval		FCC	Industrie Canada	NTIA
	VHF	CASTPAB1A	737A-TPAB1A	136-174MHz***
	UHF	CASTPAH5A	737A-TPAH5A	380-420MHz***
		CASTPAH6A	737A-TPAH6A	400-470MHz***
	800MHz	CASTPAK5A	737A-TPAK5A	
		10K0F1D, 10K0F1E, 10K0F7D, 10K0F7E, 11K0F3E, 12K7F1D, 16K0F3E, 6K60F2D, 7K70F1D, 8K10F1D, 8K10F1E, 8K10F7D, 8K10F7E, 9K60F2D		
Emission designators	IEC 61000-4-2			
ESD Standard				



Specifications are subject to change without notice and shall not form part of any contract. They are issued for guidance purposes only. All specifications shown are typical.

*Contact your local Tait representative for more information.

For further information please check with your nearest Tait office or authorized dealer.

The word "Tait" and the Tait logo are trademarks of Tait Limited.

Tait Limited facilities are certified for ISO9001:2008 (Quality Management System), ISO14001:2004 (Environmental Management System) and ISO18001:2007 (Occupational Health and Safety Management System) for aspects associated with the design, manufacture and distribution of radio communications and control equipment, systems and services. In addition, all our Regional Head Offices are certified to ISO9001:2008.





The Power of Reliability

DC Backup Systems

DC UPS SERIES

Backup System For Base Station Radios

The ICT DC UPS is a backup solution that provides a sleek, integrated approach to solving the base station backup problem. ICT has combined backup batteries, smart-charging power supply, low-voltage disconnect and enclosure, all pre-assembled into one integrated solution to provide hours of backup run time for your mission critical base station radios.



Features

- High Reliability Switch-Mode Design
- Three Stage Charging Cycle
- LED Status Indicators
- Internal SLA Batteries
- External Battery Protection Fuse
- Rugged Terminal Block Connection
- Under Voltage Lockout Protection
- Zero Transfer Time

Specifications

Input Voltage Range	100-130VAC
Input Frequency	50/60Hz
Output Voltage	13.6VDC
Output Current (cont)	10 Amps
Output Current (peak)	12 Amps
Current Limiting	12.5 Amps
Efficiency	>80% (typical)
Battery Capacity	14.4 Ah
Battery Type	SLA
Transfer Time	Zero seconds
Battery Disconnect	10.5VDC

How It Works

When AC power is present, the ICT DC UPS powers the radio and maintains the backup battery in optimal condition. When the AC fails, the DC UPS automatically switches the radio over to the battery with zero transfer time. The system provides up to 8 hours of backup run time for the radio (depending on radio model and usage).

When AC power returns, the integrated ICT Intelligent Charger restores power quickly and efficiently to the batteries using an advanced three stage charge algorithm. When the batteries are fully charged the system keeps the batteries active by restarting the cycle every 20 days. A built-in low voltage disconnect protects the batteries by disconnecting them when the voltage falls below 10.5VDC. Front panel LED indicators show charge mode as well as AC status.

Benefits

RELIABLE

100% uptime for critical base station radios
Provides up to eight hours of back up run time (depending on radio model and usage)

INTELLIGENT

Zero transfer time delay when the AC power fails means you never lose power to your radio
Three-stage battery charger restores and maintains the battery when AC power returns
Integrated low-voltage disconnect protects the battery from over-discharging

FUNCTIONAL

Efficient, compact design saves valuable space
Integrated batteries make set up and wiring a breeze

FLEXIBLE

Small, efficient package means you don't have to give up a lot of space for backup
Available with integrated covers designed to fit popular land mobile radio models



The ICT DC UPS is also available as a Complete Station, with an integrated cover designed to fit popular radio models (see page 2 for model numbers).

See page 3 for Battery Pack and Rack Mounting options.





PHANTOM® UHF ANTENNA OUTPERFORMS CONVENTIONAL MOBILE ANTENNAS IN MANY APPLICATIONS

Laird Technologies' unique patented Phantom® is a tough antenna for outdoor or indoor applications. Measuring only 3.4" tall, the Phantom UHF antenna's revolutionary design features field diversity with both vertical and horizontal polarization components. This gives the antenna diversity, frequency agility, low visibility, wide bandwidth and a low angle radiation pattern that is superior to traditional gain antennas in most applications.

The industry standard NMO mounting socket mates with all Laird Technologies' magnetic, trunk lid, and hole mounts. A threaded permanent stud mount model is also available for vandal resistant mounting on brackets, panels, ceilings or any other kind of housing.

The Phantom® patented technology is beneficial when high performance is desired and extreme ruggedness and low profile is required.

FEATURES RoHS

- True Field Diversity design ensures uninterrupted transmissions in urban canyons and rural drop off areas
- Phantom® outperforms a 3dB whip in many applications
- U.S. Patent Nos. 5,977,931 – 6,292,156 and 7,209,096

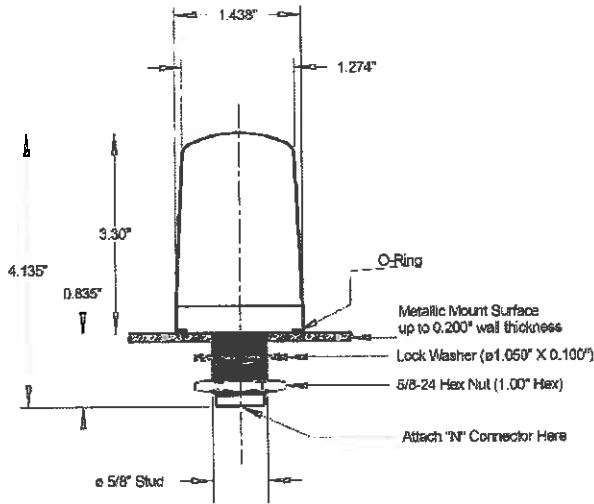
MARKETS

- Public safety
- Transportation
- Utility
- Military mobile
- Fixed radio applications

SPECIFICATIONS

ELECTRICAL	
VSWR (Measured on 2' x 2' GP)	< 1.5:1 @ 10 MHz < 2.0:1 @ 20 MHz
Peak Gain	3 dBi
Maximum Power	100 W
Nominal Impedance	50 Ω
Polarization	Vertical & Horizontal
Pattern	Omnidirectional
Half-Power Beamwidth (Elevation° x Azimuth°)	146° x 360°
Coaxial Cable Length & Type	None
Terminations	NMO
Noise Suppressor	BlackHawk NS1535 1-35 VOLI, 15 Amp Noise Suppressor (Sold Separately)

FORM FACTOR DRAWING



SPECIFICATIONS

MECHANICAL	
Height (initially)	3½" *
Diameter	1.438"
Weight	0.21 lbs.
Rated Wind Velocity	125mph (210 kph)
Rated Wind Velocity (with 0.5" radial ice)	85mph (137 kph)
Lateral Thrust @ 125mph Wind Velocity	57 lbs. (26kg)
Wind Resistance in Sq. Feet	0.0356 Sq. ft.
Material	ABS
Mounting Information	NMO or Permanent Mountable

* Add .835" for Permanent Mount option

Permanent Mounting Option:

Please order by antenna model and insert letter "P" to indicate permanent mounting option (TRA4503P).

MODEL AND ORDERING INFORMATION

MODEL	DESCRIPTION
TRA3003	300-305 MHz 3 dBi Phantom® ¾ NMO, White Radome
TRAB3003	300-305 MHz 3 dBi Phantom® ¾ NMO, Black Radome
TRA3803	380-400 MHz 3 dBi Phantom® ¾ NMO, White Radome
TRAB3803	380-400 MHz 3 dBi Phantom® ¾ NMO, Black Radome
TRA4063	406-425 MHz 3 dBi Phantom® ¾ NMO, White Radome
TRAB4063	406-425 MHz 3 dBi Phantom® ¾ NMO, Black Radome
TRA4103	410-430 MHz 3 dBi Phantom® ¾ NMO, White Radome
TRAB4103	410-430 MHz 3 dBi Phantom® ¾ NMO, Black Radome
TRA4303	430-450 MHz 3 dBi Phantom® ¾ NMO, White Radome
TRAB4303	430-450 MHz 3 dBi Phantom® ¾ NMO, Black Radome
TRA4503	450-470 MHz 3 dBi Phantom® ¾ NMO, White Radome
TRAB4503	450-470 MHz 3 dBi Phantom® ¾ NMO, Black Radome
TRA4703	470-490 MHz 3 dBi Phantom® ¾ NMO, White Radome
TRAB4703	470-490 MHz 3 dBi Phantom® ¾ NMO, Black Radome
TRA4903	490-512 MHz 3 dBi Phantom® ¾ NMO, White Radome
TRAB4903	490-512 MHz 3 dBi Phantom® ¾ NMO, Black Radome
Sealtube3	Heat shrink tubing 3"x1" DIA Elite install (use for jaw protector on installation wrench)

ANT-DS-PHANTOM UHF 1113

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FG4500



FG OMNI

Laird fiberglass base station antennas are collinear designs enclosed in a high density fiberglass which is covered with a protective ultraviolet inhibiting coating. The radiating elements are made from high efficiency copper and are carefully phased to provide maximum gain in the horizontal plane. The mounting sleeves are tuned to eliminate RF currents from the transmission line resulting in a "cold" sleeve allowing great freedom in mounting. This high quality and well-focused beam provides the highest gain and best efficiency.



Prototyping
Available



Custom Solutions



Standard Stock



Samples Available

Specifications

Antenna Type Collinear (Stick)	Applications Omnidirectional (circular) outdoor antenna applications used by private organizations and government agencies around the globe. Typical applications include land based and marine radio and data transmissions for public safety agencies commercial organizations and the military.	Azimuth beam width (deg) 360	Bands 1
Connector Type N	Dimension (Length - inches) 20.00	Freq. Range 440 - 520 Yes	Frequency 450-470
Gain (max) 2.00	Keywords W500,FG Omni,Dispatch Base Station,Collinear (Stick),Omnidirectional,Vertical Polarization,Mast,N,Indoor,outdoor	Mount Style Mast	Number of connectors 1
Pattern Omnidirectional	Polarization Vertical	Product Line W500	Return Loss -9.5
VSWR 2			

Features

- Every FG fiberglass base antenna is tested on a network analyzer before shipping to assure the best performance.
- Special UV Treated - stands up to the sun
- Durable gold anodized sleeve and cap with N Female connector
- Custom tuning available
- FedEx / UPS Shippable