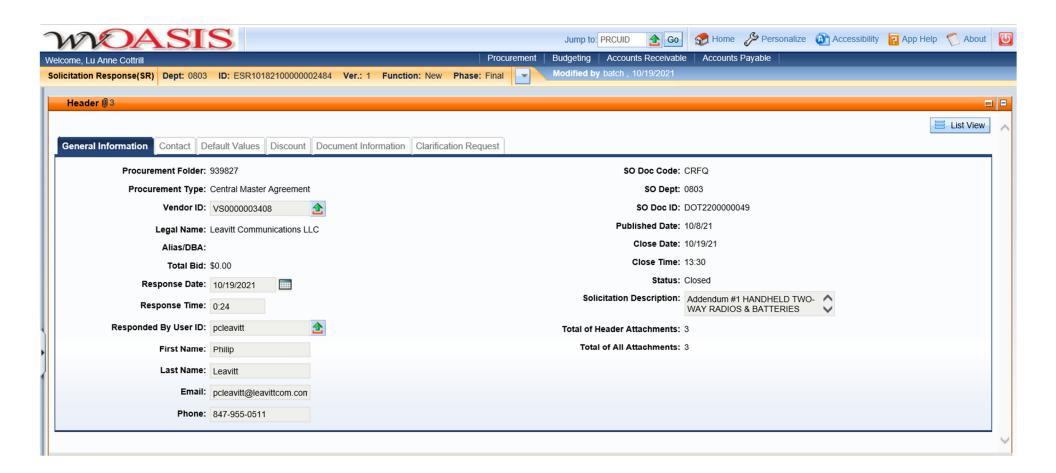
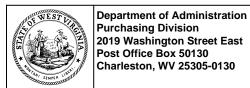


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 939827

Solicitation Description: Addendum #1 HANDHELD TWO-WAY RADIOS & BATTERIES

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2021-10-19 13:30
 SR 0803 ESR10182100000002484
 1

VENDOR

VS0000003408

Leavitt Communications LLC

Solicitation Number: CRFQ 0803 DOT2200000049

Total Bid: 0 Response Date: 2021-10-19 Response Time: 00:24:35

Comments: Please waive the 7.5 volt battery requirement as it is too restrictive.

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec 304-558-2314 jessica.l.hovanec@wv.gov

Vendor Signature X FEIN# DATE

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

Date Printed: Oct 19, 2021 Page: 1 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HANDHELD TWO-WAY RADIO	0.00000	EA	383.500000	0.00

Comm Code	Manufacturer	Specification	Model #	
43191510				

Commodity Line Comments: Quoting ICOM F52d with 3150mAh Lilon battery BP294, antenna & belt clip.

Since specs do not specify MUST for 7.5 volt battery, we are supplying 7.2 volt battery at substantially higher

capacity than requested

Extended Description:

HANDHELD TWO-WAY RADIO

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	REPLACEMENT BATTERIES	0.00000	EA	59.750000	0.00

Comm Code	Manufacturer	Specification	Model #	
43191510				

Commodity Line Comments: Quoting Power Products BP294LI 3150mAh 7.5 volt battery

Extended Description:

REPLACEMENT BATTERIES

Date Printed: Oct 19, 2021 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



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

State of West Virginia Centralized Request for Quote **Highways**

Proc Folder:	939827		Reason for Modification:
Doc Description	on: HANDHELD TWO-WAY		
Proc Type:	Central Master Agreeme	ent	
Date Issued	Solicitation Closes	Solicitation No	Version
2021-09-24	2021-10-12 13:30	CRFQ 0803 DOT2200000049	1
•			

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

v	F	N	n	n	R

Vendor Customer Code: V3 22 22 22 24 28

Vendor Name: Leavith Communications, LLC

Address: 7508 N Red Leage Drive

Street:

zip : &\$35 B-2850

city: Paradise Valley
state: AZ

Country:

Principal Contact: Philip C. Leavitt

Vendor Contact Phone: 847-955-951/

Extension: N /A

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec 304-558-2314

jessica.l.hovanec@wv.gov

Vendor

Signature X

FEIN#20-15766622

DATE 18 Oct 2021

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Division of Highways Equipment Division, to establish an open-end contract for VHF High Band Handheld Two Way Radios and Batteries, per the specifications, and Terms & Conditions as attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAY	'S	DIVISION OF HIGHWAYS	
EQUIPMENT DIVISION	RT 33	EQUIPMENT DIVISION	
83 BRUSHY ROAD CROSSING, PO BOX 61	10	83 BRUSHY FORK RD CROSSING	
BUCKHANNON	WV	BUCKHANNON WV	
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HANDHELD TWO-WAY RADIO	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
43191510		the state of the s		

Extended Description:

HANDHELD TWO-WAY RADIO

INVOICE TO		SHIP TO
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS,
EQUIPMENT DIVISION RT 33	·.	EQUIPMENT DIVISION
83 BRUSHY ROAD CROSSING, PO BOX 610		83 BRUSHY FORK RD CROSSING
BUCKHANNON	WV	BUCKHANNON WV
US		.us

Line	Comm Ln Desc	Qty .	Unit Issue	Unit Price	Total Price
2	REPLACEMENT BATTERIES	0.00000	EA		

Comm Code	Manufacturer	Specification	' Model#	
43191510				
i				

Extended Description:

REPLACEMENT BATTERIES

SCHEDULE OF EVENTS

LineEventEvent Date1Technical Questions Due by October 1, 2021 at 10:002021-10-01

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "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.
- 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "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.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "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.

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 AWARD and the initial contract term extends until ONE YEAR .
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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to THREE successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Alternate Renewal Term – This contract may be renewed for
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 withindays.
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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for year(s) thereafter.
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 attachedRevised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
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/Award Document 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. 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 of 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.
7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
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.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendo shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is

Revised 07/01/2021

listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:
Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amount of: per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.
Cyber Liability Insurance in an amount of: per occurrence.
☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
Pollution Insurance in an amount of: per occurrence.
Aircraft Liability in an amount of: per occurrence.
State of West Virginia must be listed as additional insured on insurance certificate.
Certificate holder should read as follows: State of West Virginia 1900 Kanawha Blvd E - Bldg 5 Charleston, WV 25305

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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. [Reserved]

not limit the State or Agen	AGES: This clause shall in no way be cor acy's right to pursue any other available re- amount specified below or as described in	medy. Vendor shall pay
<u> </u>	for	<u> </u>
Liquidated Dama	ages Contained in the Specifications.	•
☑ Liquidated Dama	ages Are Not Included in this Contract.	

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified clsewhere 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

Revised 07/01/2021

- 16. 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.
- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 19. 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 § 148-1-5.2.b.
- 20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.
- 21. 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.
- 22. COMPLIANCE WITH LAWS: 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 laws, regulations, and ordinances.
 - SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. 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.

- 24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. PRIVACY, SECURITY, AND 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.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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 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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 38. 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.
- 39. 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.
Operatorly reports detailing the total quantity of purchases in units and dellars also anisks

- 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.division@wv.gov.
- 40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.
- 41. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

Revised 07/01/2021

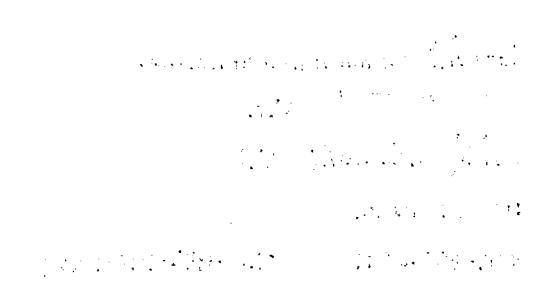
- 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- The 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.

42. 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.

- 43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- 45. VOID CONTRACT CLAUSES This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.



(Name, Title) C. Leav. H. V.P.
(Printed Name and Title) At Leage Drive; Paradise Valley, AZ 8525.
(Address) -955-0511 270-447-1909 GX
(Phone Number))/ (FaxiNumber)
email address)
(email address)
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.
By signing below, I further certify that I understand this Contract is subject to the
provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract
clauses that violate State law.
Leavitt Communications. LLC
(Company) V.P.
(Authorized Signature) (Representative Name, Title)
Philip a. Leavitt V.P
(Printed Name and Title of Authorized Representative)
18 Oct 2021
(Date)
847-955-0511 270-447-1909 fed
(Phone Number) (Fax Number)

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

SPECIFICATIONS

- PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, Division of Highways Equipment Division to establish an open-end contract for VHF High Band Handheld Two-Way Radios and Batteries.
- 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" or "Contract Items" means the list of items identified in Section3.1 below and on the Pricing Pages.
 - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "Total Bid Cost" means the sum of the bid total column.
 - 2.5 "WVDOH" means West Virginia Division of Highways.
 - 2.6 "C" means Celsius.
 - 2.7 "dB" means decibels.
 - 2.8 "F" means Fahrenheit.
 - 2.9 "FM" means frequency modulation.
 - 2.10 "G" means grams.
 - 2.11 "H" means hours.
 - 2.12 "KHz" means kilohertz.
 - 2.13 "MaH" means milliampere hour.
 - 2.14 "mW" means milliwatts.
 - 2.15 "Ohms" means a standard of electrical resistance.

- 2.16 "Oz" means ounces.
- 2.17 "PC" means personal computer.
- 2.18 "Ppm" means parts per million.
- 2.19 "RF" means radio frequency.
- 2.20 "SINAD" means signal to noise distortion.
- 2.21 "Super heterodyne" means a type of receiver that uses frequency mixing to convert a received signal to a fixed intermediate frequency (IF).
- 2.22 "TIA/EIA" means set of telecommunications standards from Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA).
- 2.23 "uV" means microvolts.
- 2.24 "VHF" means very high frequency.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - **3.1.1 General** -VHF High band handheld two-way radios general mandatory requirements.
 - 3.1.1.1 Frequency range shall be VHF: 136-174 MHz
 - 3.1.1.2 Weight shall be 11.6 oz. maximum (330 g) (with 2600 MaH battery or larger, Antenna, Belt Clip).
 - 3.1.1.3 Channel Spacing must be 25 / 12.5 kHz selectable in programming.
 - 3.1.1.4. Number of channels shall be minimum of 16.
 - 3.1.1.5. Number of programmable buttons shall be minimum of 2.
 - 3.1.1.6 Unit must be PC (personal computer) programmable.

- 3.1.1.7 Unit must have radio to radio cloning.
- 3.1.1.8 Battery life must be minimum of 19 hours (15 hours without saver).
- 3.1.1.9 Operating temperature range must be -22°F to + 140°F (-30° C to + 60° C) or better.
- 3.1.1.10 Frequency stability must be ± 2.5 ppm.
- 3.1.1.11 RF Input-output impedance must be 50 Ohms.

3.1.2 Receiver Specification: (Measured by TIA/EIA-603)

- 3.1.2.1- Circuit type must be Super heterodyne.
- 3.1.2.2 Sensitivity (12dB SINAD) must be \leq uV typical.
- 3.1.2.3 Adjacent channel selectivity must be 65 / 60 dB (25 kHz / 12.5 kHz) or better.
- 3.1.2.4 Audio output shall be ≥ 700 mW from internal speaker.
- 3.1.2.5 Intermodulation must be 65 dB or better.
- 3.1.2.6 Spurious image rejection shall be 70 dB or better.
- 3.1.2.7 Hum and noise must be ≤ 40 db.
- 3.1.2.8 Audio distortion must be < 5%.
- 3.1.2.9 Conducted Spurious shall be -57dB.

3.1.3 Transmitter Specifications

- 3.1.3.1 Output power must be 5/1 Watt.
- 3.1.3.2 Modulation must be 16K0F3E / 14K0F3E (EU) / 11K0F3E (Designated Federal Communications Commission required modulation specification).

- 3.1.3.3- Maximum deviation must be \pm 5.0 kHz / \pm 2.5 kHz.
- 3.1.3.4- Conducted spurious emissions must be \geq 70 dB below carrier.
- 3.1.3.5 FM hum and noise must be ≤ 40 db.
- 3.1.3.6 Audio distortion (@ 1 kHz) shall be < 5%.

3.1.4 Battery

3.1.4.1 - 7.5-volt 2600 MaH lithium Ion

4. CONTRACT AWARD AND PRICING PAGES:

- 4.1 Contract Award: The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Total Bid Cost as shown on the Pricing Pages.
- 4.2 Pricing Pages: Vendor shall complete the Pricing Pages (Exhibit A) by inserting the make, model, and quoted price for each item. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. All Contract Items contained on the Pricing Pages shall be bid as "NEW". Rebuilt or reconditioned pricing will not be accepted for bidding purposes. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors are strongly encouraged to complete the Pricing Pages through WVOasis or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

PLEASE READ THIS SECTION IN IT'S ENTIRETY IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, Vendor is to put \$0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through WVOasis, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agency may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time: Vendor shall deliver standard orders within sixty working days after orders are received. Vendor shall deliver emergency orders within fifteen working day(s) after orders are received, to the Equipment Division at 83 Brushy Fork Road Crossing, Buckhannon, WV, 26201. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or

obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. Destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 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 plan 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 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.

7. VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
 - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request.

- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

8 **MISCELLANEOUS:**

- No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.3 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.4 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.5 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Philip C. Leavill
Telephone Number: 847-955-0511

Fax Number: 270-447.1909
Email Address: pcleaville loavilleom.com

VENDOR: Leavitt Communications Handheld two-way radio and batteries - Pricing Page

Item No.	General Description	Quoted Make, Model Description	Estimated Unit Quantity	Unit (for calculation purposes)	Unit Price	Item Total Cost
1	VHF High Band two-way handheld radio	Icom F52d w BP294 3150 mAh batterp	200	EACH	36 35€	76700\$
2	Replacement batteries	Power Products BP294 L1 3150 mAh	250	EACH	59 ⁷ 5	11,900%
		TOTAL BID COST				>

CONTRACT MANAGER:

Philip C. Leavitt, VP

TELEPHONE NUMBER:

847-955-0511

FAX NUMBER:

E-MAIL ADDRESS:

peleavitte leavitteem com

F52D/F62D Series

Analog & IDAS Digital Compact Waterproof Portables

SPECS

Frequencies:

136-174, 380-470, 450-

512MHz

Output Power:

5W

Channels:

512 w/128 zones

Display:

14 character full dot-matrix

w/status icons

Mil Spec:

C, D, E, F & G

Scan:

Normal, priority & dual priority

Waterproof Rating:

IP67

Weight:

8.1oz



GENERAL FEATURES

Voice recording/playback (up to 8 minutes) Programmable vibration alert

Bluetooth™ built-in

Voice announcement (channel number and zone)

Backlit LCD and buttons

20-position rotary selector and ON/OFF volume knob

Emergency key

Man down function

Lone worker function

IDAS FEATURES

IDAS™ conventional

IDAS™ single-site and multi-site TYPE-D trunking option

AMBE+2™ vocoder

Analog/digital mixed operation

Over-the-Air Programming with manager software

Over-the-Air Alias (OAA) sends own name with a call

Over-the-Air Update (OTAU) changes the repeater channel data and site code over the air (Type-D trunking)

Individual, group call

Status call and polling

Short data message

Transparent data mode

COMES WITH

Battery (BP-290) Belt Clip (MMB-3) Owner's manual

Warranty: 3-Year

Analog Signaling ____

2-tone, CTCSS, DTCS tone MDC functions DTMF autodial

ENCRYPTION ____

Digital voice scrambler (low level encryption)
Analog voice scrambler (inversion)

Configurations

Model	Description	MSRP	Price
F52D	136-174MHz compact, IDAS, waterproof portable with 512 channels. Purchase antenna and charger separately.	\$680.00	\$374.00
F62D 11	400-470MHz compact IDAS waterproof portable with 512 channels. Purchase antenna and charger separately.	\$680.00	\$374.00
F62D 21	450-512MHz compact IDAS waterproof portable with 512 channels. Purchase antenna and charger separately.	\$680.00	\$374.00

Accessories

Model	Description	MSRP	Price
EXTWARR611	1 year extended warranty	\$40.00	\$24.00
EXTWARR612	2 year extended warranty	\$70.00	\$42.00
EXTWARR613	3 year extended warranty	\$110.00	\$66.00
Antennas			
FASC25U	400-430MHz antenna J type connector	\$13.00	\$7.80
FASC25V	136-150MHz antenna J type connector	\$13.00	\$7.80
FASC26US	400-450MHz stubby antenna J type connector	\$14.50	\$8.70
FASC26VS	136-144MHz stubby antenna J type connector	\$14.50	\$8.70
FASC27VS	142-150MHz stubby antenna J type connector	\$14.50	\$8.70
FASC28V	142-162MHz antenna J type connector	\$13.00	\$7.80
FASC29V	160-174MHz antenna J type connector	\$13.00	\$7.80
FASC56VS	150-160MHz stubby antenna J type connector	\$14.50	\$8.70
FASC57U	430-470MHz standard antenna (red ring) J type connector	\$13.00	\$7.80
FASC57VS	160-174MHz stubby antenna J type connector	\$14.50	\$8.70
FASC61UC	380-520MHz cut antenna J type connector	\$19.00	\$11.40
FASC61VC	136-174MHz cut antenna for the specific frequency desired	\$19.00	\$11.40
FASC62V	150-160MHz high gain antenna J type connector	\$55.00	\$33.00
FASC63V	155-165MHz high gain antenna J type connector	\$55.00	\$33.00
FASC72U	470-512MHz antenna J type connector	\$13.00	\$7.80
FASC73US	450-470MHz stubby antenna for J type connector	\$14.50	\$8.70

Accessories

Model	Description	MSRP	Price
PROG-MF	Icom to program your land mobile mainframe with provided icf file or 1 to 2 channels	\$0.00	\$24.00
RSBC225	Battery management software for the BP-283/284/BP290. Can connect up to 30 BC-225 chargers to it.	\$250.00	\$150.00
Trunking		1	
ISL-UGMTR	Type D trunking license for single and multi-site trunking	\$125.00	\$75.00
Wire Kits			
EH15B	Earphone with 2,5mm plug to use with HM-163MC	\$30.00	
		•••••	\$18.00
HM163MC	Lapel mic with 2.5mm earphone jack	\$200.00	\$120.00
HM163MC SP26			• • • • • • • • • • • • • • • • • • • •
	Lapel mic with 2.5mm earphone jack	\$200.00	\$120.00



VHF AND UHF DIGITAL TRANSCEIVERS

A New Legacy: Slimmer, Smaller and Infinitely Better



The IC-F52D series is a next generation IDAS^{**} handheld radio. It not only inherits technical design advantages from the IC-F3400D series, but also offers state-of-the-art improvements, while applying size and usability from the hugely popular IC-F50V/IC-F50 series analog models. The IC-F52D series is a true mixture of legacy and modern technology in one of the most compact packages available today.

I Small, light and feature packed

I Multiple operating modes

- Analog FM
- NXDN™/dPMR™ conventional
- Upgradable to NXDN™ Type-D trunking
- Upgradable to dPMR™ Mode 3 trunking*
- * Not available in all regions.

Full dot-matrix display, rotary channel and volume knob for simple every-day operation

Built-in Bluetooths, voice recording, active noise cancelling functions

Motion/stationary detection, man down and lone worker functions

OTAP (Over-the-Air Programming) function easily reconfigures in-the-field radios

Intelligent battery management helps to extend the battery life





General Features

- 136-174, 350-400, 400-470, 450-512, 450-520 MHz versions
- 512 Channels / 128 Zones
- 14 character dot-matrix display with status icons
- Improved user interface
- Programmable functions and menu items in a language other than English (For example French, Spanish, German, Russian and Turkish)
- . Backlit LCD and buttons
- Continuous rotary knob and ON/OFF volume knob
- 1300 mW loud and intelligible internal speaker audio
- · MIL-STD-810 G shock, vibration, temperature and more
- IP67/66/55/54 waterproof & dust-tight protection
- 29 mm (1.1 inch) slim dimensions (with BP-290 battery pack)
- · Battery information display
- License key upgrade (trunking)

Operating Mode

- NXDN or dPMR mode 1/2 conventional
- NXDN or dPMR multi-site conventional over IP network
- NXDN Type-D single/multi-site trunking*
- * License key (ISL-UGMTR) required.
- dPMR Mode 3 trunking*
 - License key (ISL-UGMD3) required. Not available in all regions.
- 12.5 kHz digital mode (NXDN conventional)
- Analog mode
- Analog/digital mixed operation

Digital Functions (Voice and Data)

- AMBE+2™ vocoder
- Over-the-Air Programming (OTAP) function*
 * OTAP manager (CS-OTPM1) required.
- Over-the-Air Alias (OAA) sends own name with a call
- Over-the-Air Update (OTAU) changes the repeater channel data and site code over the air (NXDN Type-D trunking)
- · Individual, group and all call
- · Late entry for group call
- Status call and polling
- · Short data messages
- Call alert (NXDN)
- GPS position data (Optional HM-233GP required)
- Transparent data mode



Check our web site to know more about 6.25 kHz FDMA narrow band. www.icom.co.jp/world/fdma/

Analog Functions

- CTCSS and DTCS tone
- 2-Tone and 5-Tone
- MDC functions (depending on version)
- BIIS 1200 (MSK)
- LTR™ trunking (depending on version)
- DTMF autodial

Security and Safety

- Digital voice scrambler (Low level encryption)
- Analog voice scrambler (Inversion)
- Power ON password
- Tactical group temporarily reconfigures user talkgroups
- Radio Stun/Revive/Kill
- Remote monitor (NXDN)/ambience listening (dPMR)
- · Emergency key for emergency call
- Man down function
- Lone worker function
- Motion/stationary detection

Scan Functions

- · Priority scan
- · Voting scan for site roaming

Voice/Audio Functions

- Voice announcement (Channel number and zone)
- VOX function for hands-free operation.
- · Voice recording/playback (Up to 8 minutes)
- TX/RX active noise canceller
- TX/RX audio equalizer
- · Audio compander (Analog mode)

Hardware Features

- Programmable vibration alert
- Built-in Bluetooth® for wireless audio and data
- Variety of optional audio accessories including speaker-microphones, headsets and earphones
- Optional HM-233GP GPS speaker-microphone
- 14-pin accessory connector
- Wireless radio programming over Bluetooth®
- Optional BC-225 intelligent charger and RS-BC225 reader software for BC-225 for battery life cycle management.

General Features

- 136-174, 350-400, 400-470, 450-512, 450-520 MHz versions
- 512 Channels / 128 Zones
- 14 character dot-matrix display with status icons
- Improved user interface
- Programmable functions and menu items in a language other than English (For example French, Spanish, German, Russian and Turkish)
- · Backlit LCD and buttons
- Continuous rotary knob and ON/OFF volume knob
- 1300 mW loud and intelligible internal speaker audio
- Mil-STD-810 G shock, vibration, temperature and more
- IP67/66/55/54 waterproof & dust-tight protection
- 29 mm (1.1 inch) slim dimensions (with BP-290 battery pack)
- Battery information display
- License key upgrade (trunking)

Operating Mode

- NXDN or dPMR mode 1/2 conventional
- NXDN or dPMR multi-site conventional over IP network
- NXDN Type-D single/multi-site trunking*
- * License key (ISL-UGMTR) required.
- dPMR Mode 3 trunking*
- License key (ISL-UGMD3) required. Not available in all regions.
- 12.5 kHz digital mode (NXDN conventional)
- Analog mode
- Analog/digital mixed operation

Digital Functions (Voice and Data)

- AMBE+2™ vocoder
- Over-the-Air Programming (OTAP) function*
 - OTAP manager (CS-OTPM1) required.
- Over-the-Air Alias (OAA) sends own name with a call
- Over-the-Air Update (OTAU) changes the repeater channel data and site code over the air (NXDN Type-D trunking)
- Individual, group and all call
- Late entry for group call
- · Status call and polling
- Short data messages
- Call alert (NXDN)
- GPS position data (Optional HM-233GP required)
- Transparent data mode



Check our web site to know more about 6.25 kHz FDMA narrow band. www.icom.co.jp/world/fdma/

Analog Functions

- CTCSS and DTCS tone
- 2-Tone and 5-Tone
- · MDC functions (depending on version)
- BIIS 1200 (MSK)
- LTR™ trunking (depending on version)
- DTMF autodial

Security and Safety

- Digital voice scrambler (Low level encryption)
- · Analog voice scrambler (Inversion)
- · Power ON password
- Tactical group temporarily reconfigures user talkgroups
- · Radio Stun/Revive/Kill
- Remote monitor (NXDN)/ambience listening (dPMR)
- Emergency key for emergency call
- . Man down function
- Lone worker function
- Motion/stationary detection

Scan Functions

- Priority scan
- · Voting scan for site roaming

Voice/Audio Functions

- Voice announcement (Channel number and zone)
- VOX function for hands-free operation
- Voice recording/playback (Up to 8 minutes)
- TX/RX active noise canceller
- TX/RX audio equalizer
- Audio compander (Analog mode)

Hardware Features

- Programmable vibration alert
- Built-in Bluetooth® for wireless audio and data
- Variety of optional audio accessories including speaker-microphones, headsets and earphones
- Optional HM-233GP GPS speaker-microphone
- 14-pin accessory connector
- Wireless radio programming over Bluetooth[®]
- Optional BC-225 intelligent charger and RS-BC225 reader software for BC-225 for battery life cycle management.

■ BATTERY PACK AND BATTERY CASE

BP-290: Rechargeable Li-lon 7.2 V/1910 mAh (min.), 2010 mAh (typ.). IP67 protection, BP-294; Rechargeable Li-ion 7.2 V/3050 mAh (min.), 3150 mAh (typ.). IP67 protection. BP-291: LR6 (AA) x 5 battery case. IP54 protection.

BATTERY CHARGERS

BC-226: Connectable type charger (connects up to six BC-226 units). Charges the BP-290 in 2.7 hours.

+ BC-228; AC adapter. One AC adapter is required for up to six charger units.

BC-225: Intelligent charger. Shows the charging information with the LED lighting. Charges the BP-290 in 2.5 hours (approx.).

+ BC-123SA/SE/SV: AC adapter.

RS-BC225; Intelligent charger software for Windows® PC.

BC-227: Compact type desktop charger, Charges the BP-290 in 2.7 hours.

+ BC-123SA/SE/SV: AC adapter.

BC-219N: Desktop charger. Charges the BP-290 in 2.5 hours.

+ BC-123SA/SE/SV: AC adapter.

BC-214: Multi-charger. Charges up to six BP-290 batteries in 2.8 hours (approx.).

+ BC-157S: AC adapter.

AD-132N charger adapter is supplied with the BC-214, depending on version.



■ POWER SUPPLY CABLES

CP-23L: Vehicle charger cable for use with the BC-219N or BC-227. OPC-515L: DC power cable for use with the BC-219N, BC-225 or BC-227. OPC-656: DC power cable for use with the BC-214.

■ SPEAKER-MICROPHONES AND EARPHONES

HM-222: Speaker microphone with 3.5 mm earphone jack. IP68 protection.

HM-233GP: GPS speaker microphone. IP67 protection-

HM-163MC: Tie-clip microphone with 2.5 mm earphone jack.

EH-15B: Earphone with 2.5 mm plug for use with HM-163MC.

SP-26: Tube earphone with 2.5 mm plug for use with HM-163MC.

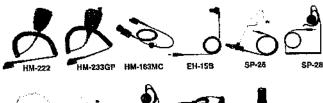
SP-28: Earhook type earphone with 2.5 mm plug for use with HM-163MC.

SP-32: Tube earphone adapter for use with ER-15B.

SP-27: Tube earphone with 3.5 mm plug. For use with HM-222 or AD-135.

SP-29: Earhook type earphone with 3.5 mm plug. For use with HM-222 or AD-135.

SP-40; Earphone with 3.5 mm plug. For use with HM-222 or AD-135.





■ HEADSETS AND PTT SWITCH CABLE

HS-94: Earphone-headset (Use with VS-5MC).

HS-95; Behind-the-head headset (Use with VS-5MC).

HS-97: Throat microphone (Use with VS-5MC).

VS-3: Bluetooth headset.

VS-5MC; PTT switch cable with VOX function, VS-5MC is required when using any of HS-94, HS-95 or HS-97.





■ BELT CLIPS, BELT HANGERS AND CARRYING CASES

MBB-3; Alligator belt clip. Same as supplied.

MB-136: Swivel belt clip.

M8-96N: Swivel type leather beft hanger.

MB-96F: Fixed type leather belt hanger. For use with the MBB-3.

MB-96FL; Long fixed type leather belt hanger. For use with the MBB-3.

LC-187: Hard type carrying case for BP-290. Charging is possible while the case is attached.

LC-190: Hard type carrying case for BP-294. Charging is possible while the case is attached.

LC-188: Hard type carrying case for BP-290.



■ OTHER OPTIONS AND CABLES



AD-135: 3.5 mm earphone jack adapter for use with any of SP-27, SP-29 or SP-40 earphone.

AD-118: ACC adapter. For use with Hirose plug accessory.

OPC-2338: Programming cable, USB-14-pin type.

OPC-1870: Zone copy cable. Handheld to handheld type.

■ SOFTWARE AND ACTIVATION KEYS

CS-OTPM1: OTAP manager software.

CS-F52D: Programming software.

ISL-UGMTR: NXON™ Type-D trunking upgrade key.

ISL-UGMD3: dPMRTM Mode 3 trunking upgrade key.

ANTENNAS

FA-SC25V: 136-150 MHz FA-SC28V: 148-162 MHz FA-SC29V: 160-174 MHz FA-SC01U: 350-400 MHz FA-SC25U: 400-430 MHz FA-SC57U: 430-470 MHz FA-SC72U: 470-520 MHz

STUBBY ANTENNAS

FA-SC26VS: 136-144 MHz FA-SC27VS: 142-150 MHz FA-SC56VS: 150-162 MHz FA-SC57VS: 160-174 MHz FA-SC26US: 400-450 MHz FA-SC73US: 450-490 MHz

M HIGH GAIN ANTENNAS

FA-SC62V: 150-160 MHz FA-SC63V: 155--165 MHz

ECUT-TYPE ANTENNAS

FA-SC61VC: 136-174 MHz FA-SC61UC: 380-520 MHz

Some options may not be available in some countries. Please ask your dealer for details.

Icom, Icom Inc., and Icom logo are registered trademarks of Icom Incorporated (Jepan) in Japan, the United States, the United Kingdom, Germany, France, Spain, Russie, Australia, New Zealand and/or other countries. NXON is a Irademark of Icom Incorporated and JVC KENWOOD Corporation, other phases (specified and the dPMR logo are trademark of the dPMR Mod Association, IDAS and IDAS logo are trademarks of from incorporated, AMBE+2 is a trademark and property of Digital Voice System, Inc. LTR is a trademark of the E.F. Johnson Technologies, INC, Windows is either a registered trademark of Microsoft Corporation in the United States and/or other countries. The Bluetooth® word mark and logos are registered trademarks owned by Blyelooth SIG, Inc. and any use of such marks by fcom Inc. is under license. All other trademarks are the properties of their respective holders.

ICOM Inc. 5-1-32, Kamiminami, Hirano-Ku, Osaka 547-0003, Japan Phone: +81 (06) 6793 5302 Fax: +81 (06) 6793 0013

www.icom.co.jp/world

Count on us!

Icom America Inc. www.icomamerica.com

Icom Canada www.icomcanada.com

Icom Brazil E-mail: sales@icombrazil.com icom (Europe) GmbH www.icomeurope.com

Icom Spain S.L. www.icomspain.com

Icom (UK) Ltd. www.icomuk.co.uk

Icom France s.a.s. www.icom-france.com

Icom (Australia) Pty. Ltd. www.icom.net.au

Shanghai Icom Ltd. www.bjicom.com

Your local distributor/dealer:

	IC-F52D NXDN Version	IC-F52D dPMR Version	IC-F62D NXDN Version	IC-F62D dPMR Versioπ		
GENERAL				OFIMIL VEISION		
Frequericy coverage* (* Depending on version)	136-174 MHz	136-174 MHz	350-400, 400-470, 450-512, 450-520 MHz	400~470 MHz		
Number of channels		512 channe	ls /128 zones	· · · · · · · · · · · · · · · · · · ·		
Type of emission (* Depending on version)	16K0F3E*1, 14K0F3E, 11K0F3E, 8K50F3E, 8K30F1E/D, 4K00F1E/D	16K0F3E*1, 14K0F3E, 8K50F3E, 4K00F1E/D	16K0F3E*1, 14K0F3E, 11K0F3E, 8K50F3E, 8K30F1E/D, 4K00F1E/D	16K0F3E*1, 14K0F3E, 8K50F3E, 4K00F1E/D		
Power supply requirement		7.5 V D	nominal	· · · · · · · · · · · · · · · · · · ·		
Current drain (approx.)		11	BA	······································		
Antenna impedance	500 mA /170 mA (Max. au		(internal SP)/Standby) 600 mA /170 mA (Max. audio (internal SP)/Stan			
Operating temperature range			2 °F to +140 °F (Radio specifications)			
Dimensions (W x H x D; Projections not included)		56 × 91.5 × 29 mm; 2.2 >	.2 × 3.6 × 1.1 in (With BP-290)			
Weight (approx.)		125 g; 4.4 o	25 g; 4.4 oz (main unit) g; 8.1 oz (BP-290, MBB-3)			
TRANSMITTER	and the control of th		(BP-290, MBB-3)			
Committee of the Commit	5 W, 2 \			in the second of the second of		
Framiency stability	±1.0		5W, 21			
Spurious emissions	80 dB typical, (USA)		±1.0 ppm 80 d8 typical (USA)			
	0,25 µW (≤ 1 GHz), 1.0 µW (> 1 GHz) (EUR)		0.25 μW (≤ 1 GHz), 1.0 μW (> 1 GHz) (EUR)			
FM Hum and noise	57 dB typical. (@25 kHz), 55 i	JB typical. (@12.5 kHz) (USA)	57 dB typical. (@25 kHz), 56	dB twical (@12.5 kHz) (USA)		
Audio harmonic distortion	0.4% typical, (AF 1	kHz 40% deviation)	0.4% typical. (AF 1	kHz 40% deviation)		
RECEIVER	1% typical. (@ DVN/DN)	1% typicat.	@DVN/DN)		
		and the second second				
Analog (12 tB SINAD)	νν 0.23		0.23 μV	typical.		
Analog Sensitivity (20 dB SINAD)	–4.0 dBμV emf typical. (@25/20 kH2), –1.4 dBμV emf typical. (@12.5 kHz)		-4.0 dBµV emi typical. (@25/20 kHz),			
Digital	-5.0 dBuV and bridge 40	28 uV beloof \ (@125	—1.1 ďBµV emí ty	xical. (@12.5 kHz)		
(1% BER)	–5.0 dBμV emf typical. (0.28 μV typical.) (\$0VN), –3.0 dBμV emf typical. (0.35 μV typical.) (@0N)		-4.0 dBμV omt typical, (0, -3 Ω dBμV omt typical, (0,	32 UV typicaL) (@DVN),		
Adjacent channel selectivity	79 dB typical, (@25/20 kHz),	77 dB typical. (@ 12.5 kHz)	-3.0 dBµV emi typical. (0.35 µV typical.) (@DN) 76 dB typical. (@25/20 kHz), 73 dB typical. (@12.5 kHz)			
Comment of the second of the s	70 dB typical (♥DVN),	72 dB typical. (@DN)	66 dB typical. (€ DVN),	68 dB typical. (@DN)		
Spurious response rejection	<u>76 dB r</u>		78 dB t	ypical.		
Intermodulation rejection Analog	76 dB typic		74 dB typk			
Digital	68 dB typic 73 dBµV emf typical (@DVN		68 dB typk	at (EUA)		
Audio output power Internal SP	A CATALOR AND CANCER [OF DAIN), -40 dBm (ypical, (@ON) 1300 mW (ypical, (at 5	73 dBpV emi typical. (@DVN), -40 dBm typical. (@DN)		
Audio output power External SP		1000 mW typical, (at 5	% distortion, 8 Ω load)			

Measurements made in accordance with TIA-603, EN300 085, EN301 186, EN300 113. All stated specifications are subject to change without notice or obligation.

*1 25 kHz bandwith is no longer available for FGC Part 90 licensees for USA versions.

DVN: Digital Very Narrow (6.25 kHz), DN: Digital Narrow (12.5 kHz). DN is for NXDN version only.

Applicable U.S. Military Specifications & ID Patin

Standard		MIL.	BIOG
2 812 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		Method	Procedura
A TELEPHONE CONTRACTOR			I. II
3 以及政治的政治等等等等。	*** High Temperature	501.5	I. II
TO A DELETION OF THE PARTY OF T	Low Temperature	502.5	I, II
	Temperature Shock	EAO C	I-C
이 아니라 아이가 아니라 아이라 소개를 맞고했다.	Solar Radiation	SOC E	174
	Rain Blowing/Drin	FOC F	I. III
	**************************************	507.5	3, 111
A STATE OF STATE OF THE PROPERTY OF THE PROPER	SECTION OF SERVICE COM	500 C	
 (1) (1) (1) (1) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2	Duet Blowson	F40.5	
	Immoreion	E17 E	
1 11. 11. 11. 11. 11. 11. 11. 11. 11. 1	Vibration	514,6	
o meets equivalent MIL-STD-810-0	Shock Shock	516.6	1.1V

Ingress Protection Standard Dust & Water IP67/66/55/54

Battery Life

Battery pack	Тура	Capacity	Operating Ume*
BP-290	Li-lon 7.2 V	2010 mAh (typ.), 1910 mAh (min.)	13 hours (Approx.)
SP-294	Li-ion 7.2 V	3150 mAh (typ.), 3050 mAh (min.)	18.5 hours (Approx.)
** D			

Tx: Rx: standby = 5:5:90 duty cycle. Power save function ON.

Supplied accessories: (May differ depending on version)

• Battery pack, BP-290

• Batt clip, MBB-3

	IC-F52D NXDN Version	IC-F52D dPMR Version	IC-F62D NXDN Version	IC-F62D dPMR Version	
GENERAL			TO SHOW THE REAL PROPERTY.		
Frequency coverage* (* Depending on version)	136-174 MHz	136174 MHz	350–400, 400–470, 450–512, 450–520 MHz	400-470 MHz	
Number of channels		512 channels			
Type of emission* (* Departing on version)	16K0F3E*', 14K0F3E, 11K0F3E, 8K50F3E, 8K30F1E/D, 4K00F1E/D	16K0F3E*1, 14K0F3E, 8K50F3E, 4K00F1E/D	16K0F3E* 14K0F3E, 11K0F3E, 8K50F3E, 8K30F1E/D, 4K00F1E/D	16K0F3E*', 14K0F3E, 8K50F3E, 4K00F1E/D	
Power supply requirement		nominal			
To the state of th		1.8		the second at the control of the control of	
Current drain (approx.)	500 mA /170 mA (Max, au	dio (internal SP)/Standby)	600 mA /170 mA (Max. au	dio (internal SP)/Standby)	
Antenna Impedance 50 Ω					
Operating temperature range					
Dimensions (W x H x D; Projections not included)	ojections not included) 55 x 91,5 x 29 min; 2,2 x 3.6 x 1,1 m (with 62-250)				
Weight (approx.)		230 g; 8.1 oz (¬¬¬	
		Control of the Control of the Control	A CONTRACTOR CONTRACTOR	CONTRACTOR OF THE PARTY OF THE	
Output power (H. 12, 11)	C W 3	W, 1 W	5 W. 2 W. 1 W		
Output power (H, L2, L1) Frequency stability		ppm		ppm	
「大大大」 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	80 dB typical. (USA)		80 dB lyr	ical. (USA)	
Sputious emissions	0.25 μW (≤ 1 GHz), 1,0 μW (> 1 GHz) (EUR)		0.25 μW (s 1 GHz), 1.0 μW (> 1 GHz) (EUR)		
FM Hum and noise	57 dB typicat, (@25 kHz), 55 dB typical, (@12.5 kHz) (USA)		57 dB typicat. (@25 kHz), 56 dB typical. (@12.5 kHz) (USA		
Audio harmonic distortion	0.4% typicsi. (AF 1 kHz 40% deviation)		0.4% typical. (AF 1 kHz 40% deviation)		
FSK error	1% typical.	(@DVN/DN)	1% typical.	(@DVN/DN)	
RECEIVER					
Analog (12 dB SINAD)		V typical.		V typical.	
Analog		pical. (⊕25/20 kHz),		pical. (@25/20 kHz),	
Sensitivity (20 dB SINAD)		ypical. (@12.5 kHz)	-1.1 dBuV emf typical. (@12.5 kHz) -4.0 dBuV emf typical. (0.32 uV typical.) (@DVN),		
Digital (1% BEA)		0.28 µV typical.) (#DVN).		0.35 µV typical.) (@DN)	
Analog), 73 dB typical. (@12,5 kHz)	
Adjacent channel selectivity Digital), 72 dB typical. (@DN)), 68 dB typical, (@DN)	
Spurious response rejection		typical.		typical.	
water large with the property was the court of the court		pical, (USA)		olcal. (USA)	
Intermodulation rejection Analog	68 dB typical, (EUR)		68 dB typical. (EUR) 73 dBµV emi typical. (@DVN), —40 dBm typical. (@DN)		
Digital	73 dBµV emt typical, (⊉Dv	(N), -40 dBm lypical. (@DN)		N), -40 dBm typical. (@DN)	
Audio output power External SP			5% distortion, 8 Ω (oad) 5% distortion, 8 Ω (oad)		

Measurements made in accordance with TIA-603, EN300 086, EN301 156, EN300 113. All stated specifications are subject to change without notice or obligation.

1º 25 kHz bandwidth is no longer available for FGC Part 90 licensees for USA versions.

DVN: Digital Very Narrow (6.25 kHz), DN: Digital Narrow (12.5 kHz). DN is for NXDN version only.

Applicable U.S. Military Specifications & IP Rating

tendard	Method	Procedure
Low Pressure	500.5	I, II
High Temperature	501.5	I. 11
Low Temperature	502.5	II,1
Temperature Shock	503.5	I-C
Solar Radiation	505.5	I
Rain Blowing/Drip	506.5	I, III
Committee of the commit	507.5	II
Salt Fog	509.5	
Dust Blowing	510.5	Ţ
Immersion	512.5	Į
Vibration	514,6	I
A Shock	516.6	I, IV

Also meets equivalent MIL-STD-810-C, -D, -E and -F.

Ingrass Protection Standard
DUST & Water IP67/66/55/54

Battery Life

Ballery pack	Type	Capacity	Sperating three -
BP-290	U-lon 7.2 V	2010 mAh (typ.). 1910 mAh (min.)	13 hours (Approx.)
BP-294	Li-lon 7.2 V	3150 mAh (typ.), 3050 mAh (min.)	18.5 hours (Approx.)

*Tx: Rx: standby = 5:5:90 duty cycle. Power save function ON.

Supplied accessories: (May dater depending on version)

* Battery pack, 8P-290

* Batt dip, MSB-3

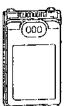
Thank you for choosing this Icom product. **READ ALL INSTRUCTIONS** carefully and completely before using this product.

IMPORTANT

This instruction sheet includes some functions that are usable only when they are preset by your dealer. The transceiver may have other functions and operations that are not described in this instruction sheet. Ask your dealer for preset function details.

SUPPLIED ACCESSORIES







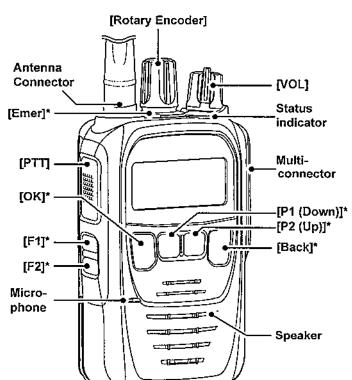
Connector cover (with a screw)



NOTE:

- Some accessories are not supplied, or the shape is different, depending on the transceiver version.
- Confirm both battery sliding locks are locked in place, when attaching the battery to the transceiver. Both sliding locks make a 'click' sound when locked.

PANEL DESCRIPTION



♦ About the Status indicator

- Lights white, then blinks red, yellow, and green when turning ON the transceiver.
- · Lights red while transmitting.
- Lights green while receiving a signal, or when the squelch is open.

♦ About the Multi-connector

Connects to an optional speaker microphone or headset.

CAUTION: DO NOT use the transceiver without the connector cover or the optional microphone attached. The transceiver meets IP67 requirements for dust-tight and waterproof protection only when the connector cover or the optional microphone is attached.

About the Software key functions

NOTE: Your dealers can assign the Software key functions to the keys.



DECLARATIONS RENEWAL

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY AMCO INSURANCE COMPANY ONE NATIONWIDE PLAZA COLUMBUS OH 432152220

ITEM 1 Named Insured: LEAVITT CO ITEM 2 Address: 7508 N RED	MMUNIC								
Address: 7508 N RED		CATIONS LL	.c						
PARADISE \	LEDGE E /ALLEY	OR AZ	: 852	2532850					
Agent: NATIONWIDE S Address: DES MOINES IA PRODUCER: NATIONWIDE S ITEM 3 Policy Period: From 12:01 A	ALES SC	LUTIONS II	50391 NC	27 34 5	5050 00	01			CSC
ITEM 4 Schedule of Underlying Insur		<u> </u>			i				· · · · · ·
ITEM 5 Retained Limit Aggregate: N	ONE		-						
ITEM 6 Limits of Insurance:	b) :	\$1,000,00 \$1,000,00 \$1,000,00	0 Produc	cts - Complet	ed Oper	ations Aggre	gate		
		cess Follow nbrella Liab		iability Insura urance	ance				
ITEM 8 Premium :			•	Amount \$350.00					
ITEM 9 Endorsements: UMB0001 UMB7010		UMB0002 UMB0095	0413 0311	UMB0052 UMB0028	0115 0413	UMB0200 UMB0064	0112 0120	UMB0201	0413
Renewal or Replacement No	o, ACP C	CAA 3038102	 !586	<u></u>					
		Ç	ountersi	gned By		thorized Rep			<u>.</u>

UMB 1 (12-98)

CHUBB

Platinum Portfolio®

POLICY NUMBER: 268-02-70-51A

A 0117

AUTO DECLARATIONS PAGE

Policy issued by BANKERS STANDARD INSURANCE COMPANY

NAMED INSURED:

AGENT OR BROKER:

PHILIP C LEAVITT ELLEN O LEAVITT 7508 N RED LEDGE DR AUTO & HOME INS AGENC IN DBA BENSMAN RISK MANAGEM 2333 WAUKEGAN RD

SUITE 275

PARADISE VLY

AZ 85253-2850

BANNOCKBURN

IL 60015-1574

Ī

Telephone: (847) 572-0800

Policy Period From: 09/17/2020

To: 09/17/2021

12:01 A.M. standard time

POLICY CHANGES MADE AS OF 10/16/2020 . PLEASE ATTACH TO YOUR POLICY.

AUTO COVERAGE REVISE	:D
----------------------	----

COVERED	VEHICLE	ESCRIPTION			
VEH	YEAR	MAKE	MODEL	VIN	DEDUCTIBLE COMP COLL
3 4	2004 2018	CHRYSLER CHRYSLER	TOWN & COU PACIFICA L	2C8GT64L34R572736 2C4RC1GG9JR113041	1000 1000 1000

-	2010	Of IIV OLLIV	11101111			
COVERAG	GE DESCRIP	TION	COVERAGE LIMIT	******************		
LIABILIT UNINSU UNDERI MEDICA	VERAGE IS P Y RED MOTOF NSURED MO L EXPENSES EHENSIVE -	ROVIDED WHERE A CO RISTS COVERAGE DTORISTS COVERAGE	1,000,000 1,000,000 1,000,000 1,000,000 10,000	PREMIUM IS SHO VEH 3 1008.00 40.00 232.00 66.00 96.00	DWN FOR THE COVERAGE VEH 4 949.00 40.00 232.00 62.00 271.00 493.00	
AUTO TI OPTION	HEFT PREVE	ENTION AUTHORITY FE GES PREMIUM	E	1.00 1443.00	1.00 28.00 2076.00	
TOTAL	ANNUAL AU	ITO PREMIUM	\$4,903.00			

RETURN PREMIUM

\$222.00

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.
A pre-bid meeting will not be held prior to bid opening
A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting Revised 07/01/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 1, 2021 at 10:00 AM

Submit Questions to: Jessica Hovanec, Senior Buyer 2019 Washington Street, East Charleston, WV 25305
Email: Jessica.L.Hovanec@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: BUYER: SOLICITATION NO.: BID OPENING DATE: BID OPENING TIME: FAX NUMBER: 304-558-3970

Revised 07/01/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: October 12, 2021 at 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

- This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."
- 20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- 21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

- 23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.
- 24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.



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

State of West Virginia **Centralized Request for Quote Highways**

Proc Folder: 939827 Reason for Modification: Doc Description: Addendum #1 HANDHELD TWO-WAY RADIOS & BATTERIES Addendum #1 to move Bid Opening and attach Vendor Questions and Answers Proc Type: Central Master Agreement Date Issued Solicitation Closes **Solicitation No** Version 2021-10-08 2021-10-19 13:30 CRFQ 0803 DOT2200000049

EIBRECEIVING ACTION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

w 25305

US

Vendor Customer Code: VS なみをやめの 34を8

Vendor Name: Leavitt Communications, LLC Address: 7508 N Red Ledge Doive

Street:

city: Paradise Valley

State: AZ Country: USA

Principal Contact: Philip a. Leavitt zip:&5253

Vendor Contact Phone: 847-955-0511

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec 304-558-2314

jessica.l.hovanec@wv.gov

Vendor

Signature X

FEIN 20 1544422 DATE 18 Oct 2021

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

Date Printed: Oct 8, 2021

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

ASSERTIMANTINESTIMANON

Addendum #1 is issued to move bid opening from October 12, 2021 to October 19, 2021 and to attach Vendor Questions and Answers.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Division of Highways Equipment Division, to establish an open-end contract for VHF High Band Handheld Two Way Radios and Batteries, per

the specifications, and Terms & Conditions as attached hereto.

INVOICE NO.

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33
EQUIPMENT DIVISION
83 BRUSHY ROAD
83 BRUSHY FORK RD

CROSSING, PO BOX 610 CROSSING

BUCKHANNON WV BUCKHANNON WV

us us

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HANDHELD TWO-WAY RADIO	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43191510			• •

Extended Description:

HANDHELD TWO-WAY RADIO

INVOIGE ROLL ASSESSMENT OF THE STATE OF THE

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33
EQUIPMENT DIVISION
83 BRUSHY ROAD
CROSSING, PO BOX 610
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
83 BRUSHY FORK RD
CROSSING

BUCKHANNON WV BUCKHANNON WV

US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	REPLACEMENT BATTERIES	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
43191510				

Extended Description:

REPLACEMENT BATTERIES

<u>Line</u>	<u>Event</u>	Event Date
1	Technical Questions Due by October 1, 2021 at 10:00	2021-10-01

AM

SOLICITATION NUMBER: CRFQ DOT2200000049 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000049 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[X]	Modify bid opening date and time
[]	Modify specifications of product or service being sought
[X]	Attachment of vendor questions and responses
[]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[]	Other

Description of Modification to Solicitation:

- 1. To move Bid Opening from October 12, 2021 to October 19. 2021
- 2. To attach the Vendor Questions and Answers.
- 3. Bid Opening time remains the same at 1:30 PM.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2200000049

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)

Addendum No. 6]	[Addendum No. 1]	\ <u>\</u>
Addendum No. 7]	[Addendum No. 2]	E
Addendum No. 8]	ſ	Addendum No. 3]	[
Addendum No. 9]	[Addendum No. 4]	[
Addendum No. 10]	[Addendum No. 5]	[

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.

Leavitt Communications, LCC

Company

Authorized Signature

18 Oct 2021

Date

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

CRFQ DOT22*49 Vendor Questions & Answers

 After reviewing your documents, it appears that there is no reference to a specific radio model. We are a battery manufacturer, manufacturing in Lithium Polymer Chemistry for two-way radios. Our batteries deliver extended runtimes and extended cycle life. These batteries come with a 30-month warranty. We would like to bid line item #2 replacement batteries; however, we need to know which radio manufacturer and model number the DOT is requesting pricing on.

Answer: You are correct that no specific model is called out, but specific specifications for battery and radio performance are. The battery and radio combination must at a minimum meet the supplied specifications and be bid together. The bidding will not be a split bid with one vendor winning the battery and a different vendor winning the radio, the line items must be bid together by one vendor. Bidding only one line item will result in disqualification. Bidding items that do not meet specifications will result in disqualification.

- For this solicitation, are you requiring a license for the two-way radios?
 Answer: No
- 3. Quantity you want to purchase?

Answer: The actual purchasing quantities are unknown. You are given an estimated quantity to go by on the pricing sheet, follow the pricing sheet.

Power output of transceiver.

Answer: 3.1.3.1 states output power must be a minimum 5/1 watt.

Waterproof requirements.

Answer: Standard for model bid will be accepted.

With or without speaker mics?

Answer: No speaker mics are required.

Analog or digital?

Answer: Analog

With or without alphanumeric display?

Answer: Without.

Mil spec requirements?

Answer: None required.

4. Battery capacity specs?

Answer: 3.1.4.1 states 7.5-volt with 2600 MaH lithium ion.

LEAVITAT Communications

7508 N. Red Ledge Drive Paradise Valley, AZ 85253-2850

18 October 2021

Ms. Jessica L. Hovanec State of West Virginia 2019 Washington Street East Charleston, WV 25305-0130

Re: Solicitation CRFQ 0803 DOT2200000049

Due 19 October 2021; 1:30PM

Fax: 304-558-3970

To Whom It Concerns:

Please accept this Letter of Explanation, and the attachments included, to clarify our bid.

- a. We are bidding the ICOM F52d portable radio with BP294 3150mAh Li Ion battery, which meets (and EXCCEDS in many respects) the stated specifications with the EXCEPTION of the battery voltage which is 7.2 volts, not 7.5 volts as specified. We have included a specification brochure for this radio,
- b. We are a registered vendor to West Virginia VS0000003408 and our information on file is current,
- c. We have included insurance pages showing both auto and liability coverages, and should we be awarded if you require being made a named insured, we will supply an acceptable certificate. Note we will be shipping all goods via Federal Express and will not personally enter WV by vehicle as part of this bid process,
- d. If requested we will provide one cloning cable, one programming cable and one software CD (which can be loaded onto as many computers as desired) as part of our bid. Additional programming cables (OPC1862) cost \$117.50 each and additional radio-to-radio cloning cables (OPC1870) cost \$77.50 each

Thank you for the opportunity.

Philip C. Leavitt

Sincerely,

Philip C Leavitt

V.P