



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

# Request for Quotation

RFQ NUMBER
DPS0809

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WEST VIRGINIA STATE POLICE

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

DATE PRINTED 09/21/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/17/2007		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-74		
<p>TWO-WAY RADIOS, PORTABLE</p> <p>BLANKET OPEN-END CONTRACT TO PROVIDE MOBILE POLICE/ EMERGENCY RADIO EQUIPMENT AND RELATED ACCESSORIES FOR THE WEST VIRGINIA STATE POLICE, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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PURCHASER

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2007				
BID OPENING DATE: 10/17/2007		BID OPENING TIME 01:30PM		

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<p>REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN</p>						

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RECEIVED

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<p>THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;            OR            ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p>						

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FOODS

SHIP TO

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UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.

BIDDER: -----

DATE: -----

SIGNED: -----

TITLE: -----

\* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".  
 (REV. 12/00)

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 BUILDING 15  
 2019 WASHINGTON STREET, EAST  
 CHARLESTON, WV 25305-0130

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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PROPERTY

SHIP TO

WEST VIRGINIA STATE POLICE

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BID OPENING DATE: 10/17/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: JOHN ABBOTT----- RFQ. NO.: DPS0809----- BID OPENING DATE: 10/17/2007----- BID OPENING TIME: 1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- CONTACT PERSON (PLEASE PRINT CLEARLY):  -----  ***** THIS IS THE END OF RFQ DPS0809 ***** TOTAL: _____						

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**MOBILE RADIO SPECIFICATIONS FOR  
LOW BAND RADIO, SIREN, VEHICULAR REPEATER, AND RELATED  
COMPONENTS**

The West Virginia State Police desires to establish an open-end contract for the purchase of mobile police/emergency radio equipment and related accessories. There will be three tiers of equipment, which are outlined below. The agency reserves the right to make multiple or split awards from this single solicitation. Vendors are to use the attached Price Quotation Form. Vendors may add additional options for the equipment listed, however those items will not be considered for bid award. The contract will be available for use by other entities of state government, as well as counties and municipalities.

**EQUIPMENT SPECIFICATIONS**

		<b>Meets Spec</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
<b><u>TIER – 1</u></b>			
1.1	<b><u>LOW BAND MOBILE RADIO</u></b>		
1.1.1	The radio system shall be a MACOM ORION with option cable D22BIN, Key Cap kit DRMK2F, 19C307172P2 Swivel Base, spring and associated whip rod, and 19C851530P3 39-47 MHz antenna matching unit, or equivalent.	_____	_____
1.1.2	Radio shall be capable of minimally operating in a band of 37-50 MHz with no degradation of rated specification.	_____	_____
1.1.3	Radio must have at least 192 channel capacity, with 2 channel priority scan capability. (Priority scan is defined as a scan that continues to periodically check the priority channels for activity if not already locked on one of those channels and change to the active priority channel when activity is detected. If 64 channels can not be scanned contiguously, then the radio must be capable of storing a minimum of 256 channels with channels scanable in banks of 32 channels minimum.)	_____	_____
1.1.4	The scan list must be capable of holding 32 channels.	_____	_____
1.1.5	Alpha-numeric display of at least 8 characters shall be provided on the control head.	_____	_____
1.1.6	Control head of the unit shall have the ability to act	_____	_____

as a light and siren control.

- 1.1.7 This control shall access four auxiliary SPST switches capable of at least 20 Amps at 12 Volts DC. \_\_\_\_\_
- 1.1.8 There shall be a minimum of four additional switches capable of handling 10 amps at 12 volts. \_\_\_\_\_
- 1.1.9 One further switch shall be an additional 10 amp switch, or a class C relay connection (One position NO or NC). \_\_\_\_\_
- 1.1.10 All switching should be accomplished by remotely located relays located in the siren module. \_\_\_\_\_
- 1.1.11 Labeling on the control head buttons should include, but not be limited to, Wail, Yelp, Hi/LO, Scan, RST, SL1, SL2, SL3, SL4, SL5, SL6, SPK, PA, Aux 1, Aux 2. \_\_\_\_\_
- 1.1.12 Control unit shall be capable of directly interfacing with a remote siren unit and control this siren utilizing a data cable to enable and disable all siren/light functions. \_\_\_\_\_
- 1.1.13 External speaker and standard microphone shall be provided. \_\_\_\_\_
- 1.1.14 A broadband mobile whip antenna with a swivel mount, chrome ball, heavy duty spring, and stainless steel whip shall be provided. \_\_\_\_\_
- 1.1.14.1 Antenna will be pre-tuned to operate in a frequency range of 37-49 MHz. \_\_\_\_\_
- 1.1.14.2 The antenna shall be capable of operating with 150 watts of transmitter power and provide unity gain. \_\_\_\_\_
- 1.1.14.3 A minimum of 15 feet of RG-58 cable shall be provided with appropriate connector to mate with mobile low band radio. \_\_\_\_\_
- 1.1.14.4 VSWR over the bandwidth of the antenna shall be less than 2.0:1. \_\_\_\_\_
- 1.1.15 All radio and control head programming must be \_\_\_\_\_

able to be performed with a personal computer utilizing Windows 98, Windows 2000, or Windows XP.

- |          |  |       |       |
|----------|--|-------|-------|
| 1.1.16   | The vendor shall provide programming software and any hardware and cabling necessary for interfacing with the personal computer. (Proprietary programmers are not acceptable.)                         | _____ | _____ |
| 1.1.17   | Both transmitter and receiver must comply with all FCC requirements.   | _____ | _____ |
| 1.1.18   | Unit shall have a programmable carrier controlled timer.   | _____ | _____ |
| 1.1.19   | A key lock shall be provided.  | _____ | _____ |
| 1.1.20   | Radio T/R unit shall be able to be mounted remotely from the control head of the unit.   | _____ | _____ |
| 1.1.21   | Power and control cabling shall be at least 18 feet in length.   | _____ | _____ |
| 1.1.22   | Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch, with a minimum of one pair of tones, not necessarily the same, for each programmed channel. | _____ | _____ |
| 1.1.23   | Control heads shall have the ability to provide for activation of a vehicular repeater.  | _____ | _____ |
| 1.1.23.1 | Control head shall provide for audible notification when the vehicular repeater is activated.  | _____ | _____ |
| 1.1.24   | Receiver audio stage shall be capable of a minimum of 10 watts of audio.   | _____ | _____ |
| 1.1.25   | The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability. (An internal speaker driven by a restricted audio source is not acceptable.)       | _____ | _____ |
| 1.1.26   | CTCSS decoder must be capable of decoding CTCSS tones of 350 Hz modulation level or less.  | _____ | _____ |
| 1.1.27   | Scanning shall include talk back scan. (Talk back  | _____ | _____ |

scan is defined as scanning that allows the operator to talk back to a calling station that is received for a predetermined number of seconds. The transmit channel shall be the same channel as was received prior to the expiration of the talk back scan timer. This time period shall be from .1 to 5 seconds. At the expiration of this time, the receiver shall return to normal scanning. The selected transmitter channel shall then be the channel selected at the time scanning began. This is not to be misconstrued as manually programming a priority channel from the front panel. The transmit channel shall be the channel that is displayed on the LCD display at the time the scan button is depressed to initiate scanning.)

- 1.1.28 Transmitter shall be capable of transmitting with 100 watts RF Output power. \_\_\_\_\_
- 1.1.29 Any modifications necessary to make this equipment operate properly with other provided equipment are to be the responsibility of the vendor. \_\_\_\_\_
- 1.1.30 All programming and jumper settings must be performed prior to delivery for operation with any other equipment in this specification. \_\_\_\_\_
- 1.2 **SIREN**
- 1.2.1 The siren shall be a Federal Signal SS-2000, or equivalent, and must be compatible with Orion mobile radio. \_\_\_\_\_
- 1.2.1.1 A 100 watt RMS or greater siren module shall be provided. \_\_\_\_\_
- 1.2.1.2 This unit shall be controlled by existing buttons on the radio control head. \_\_\_\_\_
- 1.2.1.3 Siren functions shall include Wail, Yelp, and Hi-Lo tones. \_\_\_\_\_
- 1.2.1.4 The unit shall provide public address capability when selected, utilizing the radio microphone. \_\_\_\_\_
- 1.2.1.5 Public address volume shall be adjusted at the \_\_\_\_\_

control head.

- 1.2.1.6 The unit shall be capable of interfacing with the horn ring of the vehicle, causing the siren to sound when the horn ring is activated. \_\_\_\_\_
- 1.2.1.7 The siren module shall be capable of remote mounting, and having cabling included to allow location at the same point as the transceiver unit. \_\_\_\_\_
- 1.2.2 Any modifications necessary to make this equipment operate properly with other provided equipment are to be the responsibility of the vendor. \_\_\_\_\_
- 1.2.3 All programming and jumper settings must be performed prior to delivery for operation with any other equipment in this specification. \_\_\_\_\_
- 1.3 VHF VEHICULAR REPEATER
- 1.3.1 The vehicular repeater shall be a Pyramid SVR-200VB, or equivalent, with an interface cable plug compatible with Orion radio. \_\_\_\_\_
- 1.3.2 The vehicular repeater shall operate and be programmed on a frequency of 156.030 MHz and have receiver tone squelch of 203.5 Hz. \_\_\_\_\_
- 1.3.3 The repeater shall be capable of both standard 25 kHz operation (wideband), and 12.5 kHz operation (narrowband) in both transmit and receive. (This will be attained by hardware, NOT by reducing transmitted modulation to comply with 12.5 kHz channel requirements.) \_\_\_\_\_
- 1.3.4 The repeater shall utilize a unity gain NMO mount antenna, which shall be provided. \_\_\_\_\_
- 1.3.5 A carrier controlled timer shall be provided to control the repeater transmitter. \_\_\_\_\_
- 1.3.6 A method shall be provided to insure activity on the part of the low band transmitter when accessed from the portable device (portable radio normally). \_\_\_\_\_
- 1.3.7 The vehicular repeater shall be capable of portable \_\_\_\_\_

interrupt type of operation when communication is desired from the portable and the repeater is busy.

- 1.3.8 The vehicular repeater shall function with maximum transmitter power levels allowed by Federal Communication Commission regulations. \_\_\_\_\_
- 1.3.8.1 Receiver sensitivity shall be .35 microvolts or better for EIA 12db SINAD. \_\_\_\_\_
- 1.3.8.2 Frequency separation without degradation shall be 14 MHz or greater. \_\_\_\_\_
- 1.3.8.3 Selectivity shall be 60 db or greater for adjacent channel rejection. \_\_\_\_\_
- 1.3.8.4 Noise blanking circuitry shall be included if available. \_\_\_\_\_
- 1.3.9 Any modifications necessary to make this equipment operate properly with other provided equipment are to be the responsibility of the vendor. \_\_\_\_\_
- 1.3.10 All programming and jumper settings must be performed prior to delivery for operation with any other equipment in this specification. \_\_\_\_\_
- 1.3.11 The vehicular repeater will include a cable that will interface with the Low-Band radio via plug connection. (No invasion of wiring harnesses to accomplish installation will be acceptable.) \_\_\_\_\_
- 1.4 UHF VEHICULAR REPEATER
- 1.4.1 The UHF vehicular repeater shall be a Pyramid SVR-200UD, or equivalent, with interface cable plug compatible with Orion radio. \_\_\_\_\_
- 1.4.2 The vehicular repeater shall operate and be programmed on a frequency of to be selected at time of purchase. \_\_\_\_\_
- 1.4.3 The repeater shall be capable of both standard 25 kHz operation (wideband), and 12.5 kHz operation (narrowband) in both transmit and receive. (This will be attained by hardware, NOT by reducing \_\_\_\_\_

transmitted modulation to comply with 12.5 kHz channel requirements.)

- 1.4.4 The repeater shall utilize a unity gain NMO mount antenna, which shall be provided. \_\_\_\_\_
- 1.4.5 A carrier controlled timer shall be provided to control the repeater transmitter. \_\_\_\_\_
- 1.4.6 A method shall be provided to insure activity on the part of the low band transmitter when accessed from the portable device (portable radio normally). \_\_\_\_\_
- 1.4.7 The vehicular repeater shall be capable of portable interrupt type of operation when communication is desired from the portable and the repeater is busy. \_\_\_\_\_
- 1.4.8 The vehicular repeater shall function with maximum transmitter power levels allowed by Federal Communication Commission regulations. \_\_\_\_\_
- 1.4.8.1 Receiver sensitivity shall be .35 microvolts or better for EIA 12db SINAD. \_\_\_\_\_
- 1.4.8.2 Frequency separation without degradation shall be 14 MHz or greater. \_\_\_\_\_
- 1.4.8.3 Selectivity shall be 60 db or greater for adjacent channel rejection. \_\_\_\_\_
- 1.4.8.4 Noise blanking circuitry shall be included if available. \_\_\_\_\_
- 1.4.9 Any modifications necessary to make this equipment operate properly with other provided equipment are to be the responsibility of the vendor. \_\_\_\_\_
- 1.4.10 All programming and jumper settings must be performed prior to delivery for operation with any other equipment in this specification. \_\_\_\_\_
- 1.4.11 The vehicular repeater will include a cable that will interface with the Low-Band radio via plug connection. (No invasion of wiring harnesses to accomplish installation will be acceptable.) \_\_\_\_\_

1.5 PROGRAMMING SOFTWARE

- 1.5.1 All radio programming must be able to be performed on any Microsoft Windows 98/2000/XP/VISTA based computer. \_\_\_\_\_
- 1.5.2 The vendor shall make available for purchase all programming software and cabling necessary to program all radios. \_\_\_\_\_
- 1.5.3 All software and programming hardware shall be priced in a manner that the purchaser may buy additional quantities of these items individually. \_\_\_\_\_

TIER - 2

2.1 100 WATT LOW BAND MOBILE RADIO

- 2.1.1 The radio shall be a remote-mount style radio.
- 2.1.2 Radio shall be capable of minimally operating in a band of 37-50 MHz with no degradation of rated specification. \_\_\_\_\_
- 2.1.3 Radio must have at least 192 channel capacity, with priority scan capability. (Priority scan is defined as a scan that continues to periodically check the priority channels for activity if not already locked on one of those channels and change to the active priority channel when activity is detected.) \_\_\_\_\_
- 2.1.4 Radio must be capable of storing a minimum of 256 channels with channels scanable in banks of 32 channels minimum. \_\_\_\_\_
- 2.1.5 The scan list must be capable of holding 16 channels. \_\_\_\_\_
- 2.1.6 An Alpha-numeric display of at least 8 characters shall be provided on the control head. \_\_\_\_\_
- 2.1.7 An external speaker and standard mobile microphone shall be provided. \_\_\_\_\_
- 2.1.8 Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch, with a minimum of one pair of tones, not necessarily the same, for each \_\_\_\_\_



programmed channel.

- |          |   |       |       |
|----------|---|-------|-------|
| 2.1.9    | Receiver audio stage shall be capable of a minimum of 10 watts of audio.  | _____ | _____ |
| 2.1.10   | The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability. (An internal speaker driven by a restricted audio source is not acceptable.)  | _____ | _____ |
| 2.1.11   | CTCSS decoder must be capable of decoding CTCSS tones of 350 Hz modulation level or less.   | _____ | _____ |
| 2.1.12   | Scanning shall include talk back scan. (Talk back scan is defined as scanning that allows the operator to talk back to a calling station that is received for a predetermined number of seconds.)   | _____ | _____ |
| 2.1.13   | The transmit channel shall be the same channel as was received prior to the expiration of the talk back scan timer. This time period shall be from .1 to 5 seconds. At the expiration of this time, the receiver shall return to normal scanning. The selected transmitter channel shall then be the channel selected at the time scanning began. (This is not to be misconstrued as manually programming a priority channel from the front panel.) | _____ | _____ |
| 2.1.14   | The transmit channel shall be the channel that is displayed on the LCD display at the time the scan button is depressed to initiate scanning.   | _____ | _____ |
| 2.1.15   | The transmitter shall be capable of transmitting with 100 watts RF Output power.  | _____ | _____ |
| 2.1.16   | A broadband mobile whip antenna with a swivel mount, chrome ball, heavy duty spring, and stainless steel whip shall be provided.  | _____ | _____ |
| 2.1.16.1 | The antenna will be pre-tuned to operate in a frequency range of 37-49 MHz.   | _____ | _____ |
| 2.1.16.2 | The antenna shall be capable of operating with 150 watts of transmitter power and provide unity gain.   | _____ | _____ |
| 2.1.16.3 | A minimum of 15 feet of RG-58 cable shall be provided with appropriate connector to mate with   | _____ | _____ |

mobile low band radio.

- 2.1.16.4 VSWR over the bandwidth of the antenna shall be less than 2.0:1. \_\_\_\_\_
- 2.1.17 All radio and control head programming must be able to be performed with a personal computer utilizing Windows 98, Windows 2000, Windows XP, or Windows VISTA. \_\_\_\_\_
- 2.1.18 The vendor shall provide programming software and any hardware and cabling necessary for interfacing with the personal computer. (Proprietary programmers are not acceptable.) \_\_\_\_\_
- 2.1.19 Both transmitter and receiver must comply with all FCC requirements. \_\_\_\_\_
- 2.1.20 Unit shall have a programmable carrier controlled timer. \_\_\_\_\_
- 2.1.21 Radio T/R unit shall be capable of being mounted remotely from the control head of the unit, and all cabling for this shall be provided. \_\_\_\_\_
- 2.1.22 Power and control cabling shall be at least 18 feet in length. \_\_\_\_\_
- 2.1.23 A key lock shall be provided to secure the T/R unit at its remote mounting point. \_\_\_\_\_

**TIER – 3**

**3.1 50 WATT LOW BAND MOBILE RADIO**

- 3.1.1 The radio shall be an under-dash style radio.
- 3.1.2 Radio shall be capable of minimally operating in a band of 37-50 MHz with no degradation of rated specification. \_\_\_\_\_
- 3.1.3 Radio must have at least 128 channel capacity, with priority scan capability. (Priority scan is defined as a scan that continues to periodically check the priority channels for activity if not already locked on one of those channels and change to the active priority channel when activity is detected.) \_\_\_\_\_

- |        |   |       |       |
|--------|---|-------|-------|
| 3.1.4  | Radio must be capable of storing a minimum of 128 channels with channels scanable in banks of 32 channels minimum.  | _____ | _____ |
| 3.1.5  | The scan list must be capable of holding 16 channels.   | _____ | _____ |
| 3.1.6  | An alpha-numeric display of at least 10 characters shall be provided on the control head.   | _____ | _____ |
| 3.1.7  | An external speaker and standard mobile microphone shall be provided.   | _____ | _____ |
| 3.1.8  | The radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch, with a minimum of one pair of tones, not necessarily the same, for each programmed channel.  | _____ | _____ |
| 3.1.9  | Receiver audio stage shall be capable of a minimum of 10 watts of audio.  | _____ | _____ |
| 3.1.10 | The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability. (An internal speaker driven by a restricted audio source is not acceptable.)  | _____ | _____ |
| 3.1.11 | CTCSS decoder must be capable of decoding CTCSS tones of 350 Hz modulation level or less.   | _____ | _____ |
| 3.1.12 | Scanning shall include talk back scan. (Talk back scan is defined as scanning that allows the operator to talk back to a calling station that is received for a predetermined number of seconds.)   | _____ | _____ |
| 3.1.13 | The transmit channel shall be the same channel as was received prior to the expiration of the talk back scan timer. This time period shall be from .1 to 5 seconds. At the expiration of this time, the receiver shall return to normal scanning. The selected transmitter channel shall then be the channel selected at the time scanning began. (This is not to be misconstrued as manually programming a priority channel from the front panel.) | _____ | _____ |
| 3.1.14 | The transmit channel shall be the channel that is displayed on the LCD display at the time the scan   | _____ | _____ |

button is depressed to initiate scanning.

- |          |  |       |       |
|----------|--|-------|-------|
| 3.1.15   | Transmitter shall be capable of transmitting with a minimum of 50 watts RF Output power.   | _____ | _____ |
| 3.1.16   | A broadband mobile whip antenna with a swivel mount, chrome ball, heavy duty spring, and stainless steel whip shall be provided.   | _____ | _____ |
| 3.1.16.1 | The antenna will be pretuned to operate in a frequency range of 37-49 MHz.   | _____ | _____ |
| 3.1.16.2 | The antenna shall be capable of operating with 150 watts of transmitter power and provide unity gain.  | _____ | _____ |
| 3.1.16.3 | A minimum of 15 feet of RG-58 cable shall be provided with appropriate connector to mate with mobile low band radio.   | _____ | _____ |
| 3.1.16.4 | VSWR over the bandwidth of the antenna shall be less than 2.0:1.   | _____ | _____ |
| 3.1.17   | All radio and control head programming must be able to be performed with a personal computer utilizing Windows 98, Windows 2000, Windows XP, or Windows VISTA.                 | _____ | _____ |
| 3.1.18   | The vendor shall provide programming software and any hardware and cabling necessary for interfacing with the personal computer. (Proprietary programmers are not acceptable.) | _____ | _____ |
| 3.1.19   | Both transmitter and receiver must comply with all FCC requirements.   | _____ | _____ |
| 3.1.20   | Unit shall have a programmable carrier controlled timer.   | _____ | _____ |
| 3.1.21   | Radio T/R unit shall be capable of being mounted remotely from the control head of the unit and all cabling for this shall be provided.  | _____ | _____ |
| 3.1.22   | Power and control cabling shall be at least 18 feet in length.   | _____ | _____ |
| 3.1.23   | A key lock shall be provided to secure the T/R unit at its remote mounting point.  | _____ | _____ |

4.0 **GENERAL SPECIFICATIONS AND WARRANTY**  
**(All Tiers)**

- |      |  |       |       |
|------|--|-------|-------|
| 4.1  | A working example of the equipment to be provided will be available for evaluation prior to award.   | _____ | _____ |
| 4.2  | The working sample will include explicit instructions and diagrams to facilitate connection of all components as intended by the vendor. (If the vendor desires, it is acceptable for a representative to assemble the package in working order.)                    | _____ | _____ |
| 4.3  | Any failure of the example to not contain all items specified and to not perform as required will be grounds for disqualification.   | _____ | _____ |
| 4.4  | Operating and repair manuals will be provided on each component delivered for evaluation. (The documentation supplied with the accepted vendor will not be returned and may be construed as being part of the manuals required in other parts of the specification.) | _____ | _____ |
| 4.5  | One complete operating manual shall be provided for every piece of equipment purchased.  | _____ | _____ |
| 4.6  | Schematics will be available for all equipment purchased. A minimum of 7 complete depot level service/repair manuals will be provided.   | _____ | _____ |
| 4.7  | All items are to be available for purchase separately and each item is to be individually priced.  | _____ | _____ |
| 4.8  | All features that are placed in the radio by way of programming or feature encoding will remain for the life of the radio. Any lost feature information (ie. # of channels, type of radio, etc) will be replaced at no charge for the life of the radio.             | _____ | _____ |
| 4.9  | All equipment is expected to include any and all interfacing cables necessary for connection of related pieces of equipment.   | _____ | _____ |
| 4.10 | The Siren shall have a cable to interface with the Low-Band mobile radio and the radio shall be capable of accepting this interface. (No invasion of   | _____ | _____ |

wiring harnesses to accomplish installation will be acceptable.)

- 4.11 All mobile radios include antennas, which shall be provided as specified. \_\_\_\_\_
- 4.12 All equipment shall be warranted for a minimum period of at least 1 year, including parts and labor. \_\_\_\_\_
- 4.13 The equipment warranty period shall begin when the equipment is first placed in service. \_\_\_\_\_

**PRICE QUOTATION**

Item 1.1, Low-Band Mobile radio	\$ _____
Item 1.2, Siren	\$ _____
Item 1.3, VHF Vehicular Repeater	\$ _____
Item 1.4, UHF Vehicular Repeater	\$ _____
Item 1.5 Programming Software and cables for Tier-1 Equipment	
(A) Low-Band programming software	\$ _____
(B) Low-Band programming cable	\$ _____
(C) Repeater Programming software	\$ _____
(D) Repeater Programming cable	\$ _____
(E) Siren programming cable (if required)	\$ _____
(F) Siren programming software (if required)	\$ _____
Item 2.1, 100 watt low band mobile radio (Remote mount type)	\$ _____
Item 3.1, 50 watt low band mobile radio (Underdash type)	\$ _____
TOTAL:	\$ _____

**AGREEMENT ADDENDUM**

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

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

ACCEPTED BY:  
**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_