



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
DPS0811

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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/31/2007				

BID OPENING DATE: 11/19/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-16		
RADIO DISPATCH CONSOLE EQUIPMENT  OPEN-END CONTRACT TO PROVIDE RADIO DISPATCH CONSOLE EQUIPMENT FOR THE WEST VIRGINIA STATE POLICE, PER THE SPECIFICATIONS.  QUESTION PERIOD: QUESTIONS WILL BE ACCEPTED UNTIL 11/9/2007; 4:00 PM; AND SHALL BE ADDRESSED TO JABBOTT@WVADMIN.GOV OR FAXED TO 304-558-4115.  EXHIBIT 4  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.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
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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 may be deemed null and void, and 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  
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<p>..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS 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>						

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <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>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 style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p>						

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CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).  A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  <input type="checkbox"/> 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  <input type="checkbox"/> 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  <input type="checkbox"/> 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.  B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						

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<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 THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) 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</p>						

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<p>THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* 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)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15</p>						

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7

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				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: DPS0811-----</p> <p>BID OPENING DATE: 11/19/2007-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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8

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***** THIS IS THE END OF RFQ DPS0811 ***** TOTAL:						

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## SPECIFICATIONS FOR RADIO DISPATCH CONSOLE EQUIPMENT

The West Virginia State Police (WVSP) is requesting competitive bids for radio dispatch console equipment as per the attached specifications. The contract shall be available for use by all other entities of state government, as well as counties and municipalities.

All vendors bidding on any equipment listed in these specifications are required to submit in writing, an indication as to if the product(s) they are bidding meets or exceeds the specifications set forth for those item(s) they are bidding. If a vendor bids a product which does not meet the specifications as outlined for that item, but they believe exceeds the specifications then the vendor is required to submit their exceptions in writing specifically listing the item and line-specification(s) they are taking exception to. Vendors shall submit within seven days upon request, a product sheet for each item bid, which is to include at a minimum: picture, manufacturer, model number, and general specifications for the item.

<b>Meets Spec</b>	
<u>Yes</u>	<u>No</u>

### 1. CONSOLE SPECIFICATIONS

1.1.	A console shall consist of two operating positions which shall come with all hardware and/or software required for the consoles to function together or independently. (Installation of the two position console shall be priced separately from the hardware and software. Installation shall include all hardware and software, and at the point of completion, for the console will be totally programmed and functional.	_____	_____
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*Note: A price shall be provided to increase the number of console positions in single position increments, in which the cost will include all hardware and/or software required to expand by one full position. The quantities of this option will enable the console to be expanded to six or more positions. (For the additional positions, an installation price shall be provided for installation at time of initial purchase and a second price for installation of additional positions purchased after the time of the initial two position purchase.)*

1.2.	The console will be monitor based utilizing a mouse for pointing and PTT.	_____	_____
------	---	-------	-------

1.3. Monitor shall measure at least 19" diagonally, and will be a Flat Screen LCD type. (Touch Screen may be available as an option. Pricing for this option shall assume deletion of the standard non-touch screen monitor and show the additional cost to be incurred for each monitor change. Additional console positions beyond the initial two positions will be assumed to utilize non-touch screen monitors and will also be capable of upgrade in accordance with option 1.3.) \_\_\_\_\_

1.4. Channels will be accessed via an icon on a display screen. (A standard optical mouse should be used to interface with the display screen.) \_\_\_\_\_

1.5. Base console must provide tone or local (E&M) control for a minimum of 8 radios. (Appropriate devices to control the associated base stations must be included in the base console system price.) \_\_\_\_\_

1.5.1. Console will interface with:  
         Local control lines (2 or 4 wire control)  
         Telephone lines (2 or 4 wire control)  
         Microwave interface \_\_\_\_\_

Any information related to these types of connection shall be provided, and notation made if pricing is dependant upon what type of connection is required, and quantities of each. Base stations cards should be capable of field configuration to allow the card to be setup for radio control or phone line access. Any line configuration (Tone, E&M and POTS phone lines) shall be made from the same interface card.

1.6. Console shall be expandable to add additional tone or local controls in groups not greater than 4 channels. \_\_\_\_\_

1.7. Expansion modules shall have a minimum capacity of one channel. (Specify quantity of channels contained in each expansion module). \_\_\_\_\_

- 1.8. A minimum of 4 (four) speakers shall be provided. Functionality for these speakers shall include Select, Unselect, and two auxiliary/monitor speakers assigned as desired. \_\_\_\_\_
- 1.9. All speakers shall function in conjunction with PTT, muting on PTT if desired. \_\_\_\_\_
- 1.10. Auxiliary speakers shall be driven by amplifiers capable of accepting 600 ohm audio from an external source, such as a Doug Hall Voting Comparator, and shall be capable of being muted by PTT. (Though separate from select and unselect, it is desired that they be "controlled" by the console.) \_\_\_\_\_
- 1.11. Each console position will be able to function independently. \_\_\_\_\_
- 1.12. Any equipment interfaced from one console will be available at other console positions. \_\_\_\_\_
- 1.13. Each console position will include:
- 1.13.1. A boom type high quality microphone. \_\_\_\_\_
- 1.13.2. Headset jack compatible with the hardware purchased for each position. \_\_\_\_\_
- 1.13.3. A headset for each position compatible with the hardware purchased. \_\_\_\_\_
- 1.13.4. The capabilities to interface a foot pedal for transmit. One foot pedal will be included with each console. (*Pricing for additional foot pedals shall be provided.*) \_\_\_\_\_
- 1.14. Console shall be compatible with IDA based E.F. Johnson 5300 P-25 trunked series tone controlled radios. \_\_\_\_\_

- 1.15. Console shall be capable of generating paging tones. Specify capability. Two-Tone, 5/6 Tone, Knox, Plectron, user programmable and DTMF paging are mandatory requirements. Provide details on how your system is configured for paging operation. Single button and group stacking is required. \_\_\_\_\_
- 1.16. Each console shall include a keyboard if it enables the ability to perform programming and/or configuration functions. (The keyboard shall not be required to make the console operate in normal communications mode.) \_\_\_\_\_
- 1.17. Programming ability shall be password controlled. Screen setups and configurations shall automatically push to each position from the screen building software. It shall not be required to configure each position separately. Screen configurations shall be maintained at a common location and not on each operator pc. In the event of pc failure the system shall push the screen and user database to a newly installed computer. \_\_\_\_\_
- 1.18. It is desirable for the console(s) to utilize IP multicast IP packet transmissions. If the console is IP capable, then 1.18.1 & 1.18.2 should be addressed. Consoles capable of Internet Protocol but utilizing unicast IP packets will not be considered. \_\_\_\_\_
- 1.18.1. An option should be provided for a radio control endpoint controlled by the IP Protocol in 1.18. Pricing for this option shall be for one remote base station. A second option should be provided in the event a larger number of connections are possible from one endpoint unit. \_\_\_\_\_
- 1.18.2. Is IP radio control endpoint necessary for tone or E&M control? (Vendor shall provide documentation detailing interface between endpoint and base station at time of bid.) \_\_\_\_\_
- 1.19. The console shall be capable of interfacing with a Doug Hall Voter at each console position, and have the capability for at least one of the two auxiliary speakers to be assigned to that voter. *(Any hardware or software necessary for this interface* \_\_\_\_\_

*shall be provided.)*

- 1.20. Console should shall have the ability to interface with a conventional Digital Voice Recorder for purposes of logging. A minimum of a two wire audio path should be available from each channel position.

## 2. GENERAL SPECIFICATIONS

- 2.1. A complete set of installation documentation, as built documentation, all programming software and hardware (cables, interfaces, etc) shall be provided.
- 2.2. All updates to software and firmware will be provided at no charge for the length of the warranty.
- 2.3. Vendor shall provide access for purchaser to all manufacturers' field service bulletins, knowledge base support, and any other support available, preferably available via the Internet and/or FTP sites.
- 2.4. A complete set of service manuals will be provided to the West Virginia State Police.
- 2.5. A factory training class shall be made available to the customer if necessary at no additional charge other than travel and living costs. This training shall cover installation, configuration, maintenance and screen development. A cost shall be provided for a factory on-site training class for customer support personnel.

### 3. WARRANTY

- 3.1. The system shall be warranted by the manufacturer to be free from defects of material and/or workmanship for a minimum period of two (2) years from date of installation. \_\_\_\_\_
- 3.2. All software will be warranted to be free of defects for the period of the hardware warranty. \_\_\_\_\_
- 3.3. All available updates to programming software, console software, and console firmware shall be provided at no cost during the warranty period. \_\_\_\_\_
- 3.4. A price shall be provided showing any software subscription and/or annual maintenance fees that are expected after the end of the warranty period. \_\_\_\_\_

**PRICE QUOTATION**

<b><u>Item Description:</u></b>	<b><u>Cost:</u></b>	<b><u>Qty:</u></b>	<b><u>Extended Cost:</u></b>
Two position Console (with all associated hardware, software).	\$ _____	1	\$ _____
Installation option for above hardware and software.	\$ _____	1	\$ _____
Additional console positions (To include all associated hardware, software).	\$ _____	1	\$ _____
Installation option for each additional position hardware and software at time of purchase.	\$ _____	1	\$ _____
Installation option for each additional position hardware and software after initial purchase.	\$ _____	1	\$ _____
Additional conventional channels. (Specify quantity in each module. The price listed under Cost shall reflect the cost per channel, and the extended cost shall be the total number of channels in a card multiplied by the cost.)	\$ _____	1	\$ _____
IP Radio Control endpoint. (single point)	\$ _____	1	\$ _____
IP Radio Control endpoint. (greater than single point (specify)	\$ _____	1	\$ _____
<b><u>Console accessory options</u></b>			
Additional Headset	\$ _____	1	\$ _____
Additional Foot Pedal	\$ _____	1	\$ _____
Factory training course at customer's location	\$ _____	1	\$ _____
<b><u>Other</u></b>			
Annual software subscription fees after warranty	\$ _____	1	\$ _____
<b>TOTAL:</b>			\$ _____

NOTE: Quantity of one (1) as specified in the Price Quotation form is for bid purposes only. Actual quantities to be purchased may vary with each order.



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: \_\_\_\_\_