



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:  
**DPS0814**

PAGE  
**1**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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
12/17/2007				

BID OPENING DATE: **01/09/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-74		
<p><b>TWO-WAY NON DIGITAL MOBILE RADIOS</b></p> <p><b>OPEN-END CONTRACT TO PROVIDE TWO-WAY MOBILE NON-DIGITAL VHF &amp; UHF RADIOS FOR THE WEST VIRGINIA STATE POLICE PER THE SPECIFICATIONS.</b></p> <p><b>EXHIBIT 3</b></p> <p><b>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 REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</b></p> <p><b>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.</b></p> <p><b>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</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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  
Charleston, WV 25305-0130



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<p><b>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>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.)</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</b></p>						

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<p><b>ORDER.</b></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 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>REV. 3/88</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;"><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p><b>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR</b></p>						

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<p>PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <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</p>						

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<p>75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;  OR  ( ) 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</p>						

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<p><b>COMMISSIONER TO BE CONFIDENTIAL.</b></p> <p><b>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.</b></p> <p><b>BIDDER: -----</b></p> <p><b>DATE: -----</b></p> <p><b>SIGNED: -----</b></p> <p><b>TITLE: -----</b></p> <p><b>* 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)</b></p> <p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</b></p>						

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<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.: DPS0814-----</p> <p>BID OPENING DATE: 01/09/2008-----</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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***** THIS IS THE END OF RFQ DPS0814 ***** TOTAL: _____						

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## VHF and UHF NON-DIGITAL MOBILE RADIO SPECIFICATIONS

The West Virginia State Police desire to establish an open-end contract for the purchase of non-digital mobile radio equipment and related accessories. The contract shall be available for use by the WV Division of Natural Resources Law Enforcement Section and all other entities of state government, as well as counties and municipalities as this will assist in the State's Interoperable Radio Project.

		Comply?	
		<u>Yes</u>	<u>No</u>
<b>1. ITEM #1 - VHF MOBILE (Wideband/Narrowband capable – Non-digital operation)</b>			
1.1	A mobile under dash type radio (one piece) capable of operating in the 150-174 MHz band shall be provided.	_____	_____
1.2	Radio shall be capable via programming of wide band and narrow band operation.	_____	_____
1.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation.	_____	_____
1.2.2	There shall be no limitations in the radio with regard to what channels may be programmed into the radio.	_____	_____
1.2.3	It shall be capable of storing a minimum of 128 channels.	_____	_____
1.3	All currently licensable frequencies shall be considered acceptable to the unit.	_____	_____
1.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 10" D.	_____	_____
1.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 8 digits.	_____	_____
1.6	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	_____	_____

1.7 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. \_\_\_\_\_

1.8 It shall transmit with a minimum of 40 watts RF. \_\_\_\_\_

1.9 Receiver audio stage shall be capable of a minimum of 5 watts of audio from the internal speaker. \_\_\_\_\_

1.10 The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability. \_\_\_\_\_

1.11 An external speaker will be provided with the unit. \_\_\_\_\_

1.11.1 When the external speaker is in use, any internal speaker shall be capable of being disabled. \_\_\_\_\_

1.11.2 If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same. \_\_\_\_\_

1.12 A standard mobile microphone shall be provided. \_\_\_\_\_

**2. ITEM #2 - UHF MOBILE (Wideband/Narrowband capable - Non-digital operation)**

2.1 A mobile under dash type radio (one piece) capable of operating in the 403 - 470 MHz band shall be provided. \_\_\_\_\_

2.2 Radio shall be capable via programming of wide band and narrow band operation. \_\_\_\_\_

2.2.1 Each channel shall be individually programmable with regard to wideband/narrowband operation. \_\_\_\_\_

2.2.2 There shall be no limitations in the radio with regard what channels may be programmed into the radio. \_\_\_\_\_

2.2.3 All currently licensable frequencies shall be considered acceptable to the unit. \_\_\_\_\_

2.3 It shall be capable of storing a minimum of 128 channels. \_\_\_\_\_

2.4 Channel indication shall be by way of an alphanumeric display containing a minimum of 8 digits. \_\_\_\_\_

- 2.5 It shall have maximum dimensions of 7.5" W x 3.5" H x 10" D. \_\_\_\_\_
- 2.6 If the front panel is sloped, the amount of slope shall not be greater than 20 degrees. \_\_\_\_\_
- 2.7 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. \_\_\_\_\_
- 2.8 It shall transmit with a minimum of 40 watts RF. \_\_\_\_\_
- 2.9 Receiver audio stage shall be capable of a minimum of 5 watts of audio from the internal speaker. \_\_\_\_\_
- 2.10 The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability. \_\_\_\_\_
  - 2.10.1 An external speaker will be provided with the unit. \_\_\_\_\_
  - 2.10.2 When the external speaker is in use, any internal speaker shall be capable of being disabled. \_\_\_\_\_
  - 2.10.3 If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same. \_\_\_\_\_
- 2.11 A standard microphone shall be provided. \_\_\_\_\_

**3. GENERAL SPECIFICATIONS AND WARRANTY relating to Items 1 & 2.**

- 3.1 A working example of the equipment to be provided will be available for evaluation prior to award. \_\_\_\_\_
- 3.2 Operating and repair manuals will be provided on each component delivered for evaluation. \_\_\_\_\_
- 3.3 The documentation supplied by the accepted vendor will not be returned, and shall not be construed as being part of the manuals required in other parts of this specification. \_\_\_\_\_

- |       |   |       |       |
|-------|---|-------|-------|
| 3.4   | The working sample will include explicit instructions and diagrams to facilitate connection of all components as intended by the vendor.  | _____ | _____ |
| 3.5   | If the vendor desires, it is acceptable for a representative to assemble the package in working order.  | _____ | _____ |
| 3.6   | Any failure of the example to not contain all items specified and to not perform as required will be grounds for disqualification of the bid.                                     | _____ | _____ |
| 3.7   | All equipment shall be warranted for a period of 1 year, including parts and labor, and beginning when the equipment is first placed in service.                                  | _____ | _____ |
| 3.8   | All features that are placed in the radio by way of programming or feature encoding will remain for the life of the radio.  | _____ | _____ |
| 3.8.1 | Any lost feature information (ie. # of channels, type of radio, etc) will be replaced (provided) at no charge for the life of the radio.  | _____ | _____ |
| 3.9   | The successful vendor shall provide pre-paid shipping labels to cover all shipping charges for any item needing to be returned for repair work during the warranty period.        | _____ | _____ |
| 3.10  | Upon request and/or prior to bid award Vendors shall provide manufacturer's certification indicating they are an authorized reseller of the product(s) they are offering/bidding. | _____ | _____ |
| 3.11  | All firmware upgrades will be free of charge for the life of the radio and shall be provided via Internet connection to a downloadable software site.                             | _____ | _____ |
| 3.12  | All programming software updates shall be free of charge for the life of the radio and shall be provided via Internet connection to a downloadable software site.                 | _____ | _____ |
| 3.13  | All items are to be available for purchase separately and each item is to be individually priced.   | _____ | _____ |
| 3.14  | Each item bid is to include make and model on Price Quotation sheet provided.   | _____ | _____ |

- 3.15 Each item bid is to include make and model on Price Quotation sheet provided, and shall include literature sufficient for analysis of product being proposed. \_\_\_\_\_

**4. COMPATIBILITY**

- 4.1 Any modifications necessary to make this equipment operate properly with other provided equipment are to be the responsibility of the vendor. \_\_\_\_\_
- 4.2 All programming and jumper settings must be performed prior to delivery for operation with any other equipment in this specification. \_\_\_\_\_
- 4.3 All equipment shall function without unintended interaction and interference to other components. \_\_\_\_\_

**5. SERVICE MANUALS**

- 5.1 Schematics will be available and provided as specified. \_\_\_\_\_
- 5.2 A minimum of 6 complete depot level service/repair manuals will be provided. \_\_\_\_\_
- 5.3 If greater than 30 radios are provided, service/repair manuals shall be provided in a ratio of 1 manual per 5 radios. \_\_\_\_\_
- 5.4 If greater than 50 radios are provided, service/repair manuals shall be provided in a ratio of 1 manual per 10 radios after fulfilling minimum requirements. \_\_\_\_\_
- 5.5 Any failure to comply will be grounds for disqualification of the bid, or cancellation of the contract. \_\_\_\_\_

**6. The following options shall be available for Items 1 & 2:**

- 6.1 Desktop Microphone to substitute for mobile microphone. \_\_\_\_\_
- 6.2 Desktop Power Supply to convert mobile radio into table top base type radio. \_\_\_\_\_
- 6.3 Increase channel capacity to 255 channels. \_\_\_\_\_
- 6.4 Increase channel capacity to 512 channels. \_\_\_\_\_

**7. PROGRAMMING SOFTWARE**

7.1 All radio programming must be able to be performed on a Microsoft Windows 2000/XP based computer.

\_\_\_\_\_

7.2 The vendor shall make available for purchase all programming software and cabling necessary to program all radios.

\_\_\_\_\_

# VHF and UHF NON-DIGITAL MOBILE RADIO

## PRICE QUOTATION

Item #1 VHF Mobile – Non-digital capable \$ \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Item #2 UHF Mobile – Non-digital capable \$ \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

### Options for Items #1-2

A) Desktop Microphone (substitute for mobile) \$ \_\_\_\_\_

B) Desktop Power Supply \$ \_\_\_\_\_

C) Increase channel capacity to 256 channels \$ \_\_\_\_\_

B) Increase channel capacity to 512 channels \$ \_\_\_\_\_

### Item #3, Programming Software and cables

Programming software \$ \_\_\_\_\_

Programming cable \$ \_\_\_\_\_

Programming interface (if required) \$ \_\_\_\_\_



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: \_\_\_\_\_