



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  
**DPS0931**

PAGE  
**1**

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

PURCHASER

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
04/02/2009				

BID OPENING DATE: **04/23/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-74		
<p><b>TWO-WAY RADIOS, PORTABLE</b></p> <p>OPEN-END CONTRACT TO PROVIDE VHF &amp; UHF DIGITAL TWO-WAY PORTABLE RADIOS FOR THE WEST VIRGINIA STATE POLICE PER THE SPECIFICATIONS.</p> <p>QUESTIONS: QUESTIONS SHALL BE SUBMITTED IN WRITING TO: JOHN ABBOTT, SR. BUYER - EMAILS PREFERRED, AND SHOULD BE SENT TO JOHN.H.ABBOTT@WV.GOV, NO LATER THAN 4/17/2009; 2:00 PM</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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
 Purchasing Division  
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WEST VIRGINIA STATE POLICE

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

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04/02/2009				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, 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>						

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<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>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</p>						

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<p>CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <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.: DPS0931-----</p> <p>BID OPENING DATE: 4/23/2009-----</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>						

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BID OPENING DATE: 04/23/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ DPS0931 ***** TOTAL: _____						

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## VHF and UHF PORTABLE DIGITAL RADIO SPECIFICATIONS

The West Virginia State Police, hereinafter agency is soliciting competitive bids to establish an open-end contract for the purchase of digital P-25 portable/handheld radio equipment and related accessories. The awarded contract(s) shall be available for use by this agency as well as all other entities of state government, and all counties and municipalities within the State Of West Virginia.

The agency has placed the digital P-25 portable/handheld radio equipment into two different tiers according to their performance capabilities and features of each unit. The two tiers will be referred to as Tier-1 and Tier-2 hereinafter and are outlined below. It should be noted the award of this contract may result in a split award between Tiers.

		Comply?	
		Yes	No
<b><u>TIER-1</u></b>			
<b>1. VHF Portable – P-25 Digital CAI ready – Trunking Capable with optional software</b>			
1.1.	Radio shall be programmable for operation in the <b>136-174 MHz</b> band.	_____	_____
1.2.	Radio shall have a programmable output power of 2 to 5 watts.	_____	_____
1.3.	Radio duty cycle will be assumed to be 5/5/90 (5% transmit/5% receive/90% standby per TIA/EIA Specification 903).	_____	_____
1.3.1.	Battery life should be 10 hours or greater. NiMH or Lithium Ion batteries are acceptable. (Nickel Cadmium batteries are not acceptable.)	_____	_____
1.3.2.	A Rapid charge battery shall be provided, charging to full capacity in four hours or less.	_____	_____
1.4.	<b>Digital Capabilities</b>		
1.4.1.	Radio shall be P-25 CAI compatible and operate on the West Virginia Department of Natural Resources system.	_____	_____
1.4.2.	Radio shall be capable of upgrade to P-25 Trunking capability.	_____	_____
1.5.	Unit shall be capable of receiving and transmitting on a minimum of 512 channels / 24 zones.	_____	_____

	Comply?	
	Yes	No
1.5.1. P-25 Trunked Channelization		
1.5.1.1. Talkgroups may be entered into the radio with multiple parameters (i.e. – Talkgroup 1 may be strapped secure and another entry of Talkgroup 1 may be strapped clear).	_____	_____
1.5.1.2. Radios in which a talkgroup may be entered and configured only one time are not acceptable.	_____	_____
1.5.2. Conventional (Non-Trunked) Channelization		
1.5.2.1. Each channel shall be individually programmable with regard to wideband /narrowband operation.	_____	_____
1.5.2.2. 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.	_____	_____
1.5.2.3. There shall be no limitations in the radio with regard to what channels (frequencies) may be programmed into the radio within the authorized frequency split.	_____	_____
1.6. Scanning		
1.6.1. Radio shall be capable of using and storing user defined scan lists.	_____	_____
1.6.2. Scan lists may also be defined in programming software.	_____	_____
1.6.2.1. Predefined scan lists may be edited by the user utilizing buttons on the radio.	_____	_____
1.6.2.2. Scan lists shall be able to be established at the user/keypad level.	_____	_____
1.6.2.3. Scanning will be enabled and disabled by depressing no more than one button, one time.	_____	_____



		Comply?	
		Yes	No
1.7.	Display		
1.7.1.	Radio shall have an alphanumeric display with a minimum of 2 rows of 12 characters.	_____	_____
1.7.2.	Radio shall have a backlit display.	_____	_____
1.7.3.	Radio shall have a battery status.	_____	_____
1.7.4.	Radio shall have ID display capability.	_____	_____
1.8.	Channel/Zone selection		
1.8.1.	Channel selection will be by way of rotary knob to select a minimum of 16 channels.	_____	_____
1.8.2.	Zone selection to allow access to more groups of frequencies will be via other controls or buttons.	_____	_____
1.9.	Receiver audio stage shall be capable of a minimum of 250 milliwatts of audio from the internal speaker.	_____	_____
<b>2.</b>	<b>UHF Portable – P-25 Digital Trunking ready</b>		
2.1.	Radio shall be programmable for operation in the <b>403-470 MHz</b> band.	_____	_____
2.2.	Radio shall have a programmable output power of 2 to 5 watts.	_____	_____
2.3.	Radio duty cycle will be assumed to be 5/5/90 (5% transmit/5% receive/90% standby per TIA/EIA Specification 903).	_____	_____
2.3.1.	Battery life should be 10 hours or greater. NiMH or Lithium Ion batteries are acceptable. (Nickel Cadmium batteries are not acceptable.)	_____	_____
2.3.2.	A Rapid charge battery shall be provided, charging to full capacity in four hours or less.	_____	_____

		Comply?	
		Yes	No
2.4.	Digital Capabilities		
2.4.1.	Radio shall be P-25 Trunking capable and compatible with the WVIRP P-25 Trunked system.	_____	_____
2.4.2.	Radio shall include P-25 CAI (Common Air Interface) compatibility.	_____	_____
2.5.	Unit shall be capable of receiving and transmitting on a minimum of 512 channels / 24 zones.	_____	_____
2.5.1.	P-25 Trunked Channelization		
2.5.1.1.	Talkgroups may be entered into the radio with multiple parameters (i.e. – Talkgroup 1 may be strapped secure and another entry of Talkgroup 1 may be strapped clear).	_____	_____
2.5.1.2.	Radios in which a talkgroup may be entered and configured only one time are not acceptable.	_____	_____
2.5.2.	Conventional (Non-Trunked) Channelization		
2.5.2.1.	Each channel shall be individually programmable with regard to wideband /narrowband operation.	_____	_____
2.5.2.2.	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.	_____	_____
2.5.2.3.	There shall be no limitations in the radio with regard to what channels (frequencies) may be programmed into the radio within the authorized frequency split.	_____	_____
2.6.	Scanning		
2.6.1.	Radio shall be capable of using and storing user defined scan lists.	_____	_____

		Comply?	
		Yes	No
2.6.2.	Scan lists may also be defined in programming software.	_____	_____
2.6.2.1.	Predefined scan lists may be edited by the user utilizing buttons on the radio.	_____	_____
2.6.2.2.	Scan lists shall be able to be established at the user/keypad level.	_____	_____
2.6.2.3.	Scanning will be enabled and disabled by depressing no more than one button, one time.	_____	_____
2.7.	Display		
2.7.1.	Radio shall have an alphanumeric display with a minimum of 2 rows of 12 characters.	_____	_____
2.7.2.	Radio shall have a backlit display.	_____	_____
2.7.3.	Radio shall have a battery status.	_____	_____
2.7.4.	Radio shall have ID display capability.	_____	_____
2.8.	Channel/Zone selection		
2.8.1.	Channel selection will be by way of rotary knob to select at minimum of 16 channels.	_____	_____
2.8.2.	Zone selection to allow access more groups of frequencies will be via other controls or buttons.	_____	_____
2.9.	Receiver audio stage shall be capable of a minimum of 250 milliwatts of audio from the internal speaker.	_____	_____
2.10.	Encryption		
2.10.1.	Any hardware necessary for AES encryption will be installed in the radio at time of purchase.	_____	_____

		Comply?	
		Yes	No
2.10.2.	AES encryption capability will be offered as a software option at time of purchase.	_____	_____
2.10.3.	AES encryption keys shall be able to be loaded utilizing a Motorola KVL 3000 Plus keyloader. A part number for appropriate cable shall be provided.	_____	_____
2.10.4.	Radio shall be capable of storing multiple AES encryption keys. The ability to store more than one key shall be considered to be part of AES encryption being in the radio.	_____	_____

**3. General Specifications**

3.1. Remote Microphone

3.1.1.	A remote microphone with coiled cord shall be provided.	_____	_____
3.1.1.1.	The microphone cable shall be capable of extending a minimum of 24 inches.	_____	_____
3.1.1.2.	The microphone shall have a spring clip to allow it to be clipped to clothing.	_____	_____
3.1.1.3.	The remote microphone shall be available for individual purchase.	_____	_____

3.2. Charger

3.2.1.	A desktop charger shall be provided to allow rapid charging from an 117V power source.	_____	_____
3.2.1.1.	This charger shall be equipped with indication of both charging and charger completion.	_____	_____
3.2.1.2.	This charger shall be capable of both a fast and trickle charge to return the battery to a fully charged condition in 4 hours or less.	_____	_____
3.2.1.3.	This unit should incorporate a built-in battery conditioner.	_____	_____
3.2.1.4.	The charger shall be available for individual purchase.	_____	_____

		Comply?	
		Yes	No
3.3. Portable Radio Belt Loop			
3.3.1.	A black leather belt loop shall be provided with each portable purchased.	_____	_____
3.3.2.	The black leather belt loop shall be available for individual purchase, should additional belt loops be needed.	_____	_____
3.4. Warranty			
3.4.1.	All equipment shall be warranted for a minimum period of 3 years, including parts and labor, and beginning when the equipment is first placed in service.	_____	_____
3.4.2.	All features that are placed in the radio by way of programming or feature encoding will remain for the life of the radio.	_____	_____
3.4.3.	Any lost feature information (i.e. # of channels, type of radio, etc) will be replaced (provided) at no charge for the life of the radio.	_____	_____
3.4.4.	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.	_____	_____
3.5. Service Manuals (Only for WV State Police purchases)			
3.5.1.	Schematics and complete service manuals will be available.	_____	_____
3.5.2.	An option shall be provided to purchase depot level services manuals in paper form.	_____	_____
3.5.3.	Electronic versions of depot level service manuals shall be provided at no cost to WV State Police upon the initial purchase under this contract.	_____	_____
3.5.4.	Any failure to comply will be grounds for disqualification of the bid, or cancellation of the contract.	_____	_____

		Comply?	
		Yes	No
3.6. Programming Software and Equipment Firmware			
3.6.1.	An option shall be available to purchase Software, Cable and any interfaces necessary to program the radio.	_____	_____
3.6.1.1.	Programming cables shall utilize USB interface to computers.		
	Note: Any interfaces to Parallel or Serial ports shall cause disqualification of associated radios and options.	_____	_____
3.6.1.2.	Updates to software shall be provided at no additional charge via Internet account to allow continuous access updates.	_____	_____
3.6.1.2.1.	Short term access is not acceptable.	_____	_____
3.6.1.2.2.	Username, password, and website address shall be provided with bid and shall be part of the bid analysis and award.	_____	_____
3.6.2.	Radio firmware required to keep hardware current to P-25 standards shall be provided continuously during the life of the contract.	_____	_____
3.6.2.1.	Manufacturer shall provide internet access to this software/firmware.	_____	_____
3.6.2.2.	Updates to software shall be provided at no additional charge via Internet account to allow continuous access updates.	_____	_____
3.6.2.2.1.	Short term access is not acceptable.	_____	_____
3.6.2.2.2.	Username, password, and website address shall be provided with bid and shall be part of the bid analysis and award.	_____	_____

		Comply?	
		Yes	No
3.7. Evaluation of bid			
3.7.1.	A working example of the equipment to be provided will be available for evaluation prior to award.	_____	_____
3.7.2.	Operating and repair manuals will be provided on each component delivered for evaluation.	_____	_____
3.7.3.	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.	_____	_____
3.7.4.	A working example of the equipment to be provided will be available for evaluation prior to award and for certification on the WVIRP system as required.	_____	_____
3.7.5.	Special / Promotional pricing offered by vendors for limited periods of time shall not be considered for bid award.	_____	_____
3.8. Manufacturers modifications and dealer roles			
3.8.1.	Any modifications to equipment necessary to comply with specifications will be completed at factory/corporate locations and shall not be performed at field repair shops.	_____	_____
3.8.2.	Any local dealers representing manufacturers are expected to only provide support to the manufacturer and NOT warranty or provide modifications to equipment. (Warranty work shall be performed at corporate depot type repair facilities.)	_____	_____
3.8.3.	All bidders must provide written certification from manufacturers of their qualification to represent that manufacturer as an authorized vendor. Failure to comply will be grounds for disqualification.	_____	_____

	Comply?	
	Yes	No
<b>4. Options for Tier-1</b>		
4.1. Addition of P-25 Trunking for Tier-1 - Item #1	_____	_____
4.2. AES Encryption for Tier 1 - Item #2	_____	_____
4.3. Keyloader cable for use with Motorola KVL 3000 Plus	_____	_____
4.4. Programming Software	_____	_____
4.5. Programming Cable and any necessary interface	_____	_____
4.6. Additional Desktop Charger	_____	_____
4.7. Additional Lapel Microphone	_____	_____
4.8. Additional Portable Radio Belt Loop	_____	_____
4.9. Additional Battery identical to that originally provided	_____	_____
4.10. Additional year of warranty (Total of 4 years)	_____	_____
4.11. Additional year of warranty (Total of 5 years)	_____	_____



Comply?  
Yes          No

**TIER-2**

**1. VHF Portable – P-25 Digital CAI ready – Trunking Capable with optional software**

1.1. Radio shall be programmable for operation in the **136-174 MHz** band. \_\_\_\_\_

1.2. Radio shall have a programmable output power of 2 to 4 watts. \_\_\_\_\_

1.3. Radio duty cycle will be assumed to be 5/5/90 (5% transmit/5% receive/90% standby per TIA/EIA Specification 903). \_\_\_\_\_

1.3.1. Battery life should be 10 hours or greater. NiMH or Lithium Ion batteries are acceptable. (Nickel Cadmium batteries are not acceptable.) \_\_\_\_\_

1.3.2. A Rapid charge battery shall be provided, charging to full capacity in four hours or less. \_\_\_\_\_

**1.4. Digital Capabilities**

1.4.1. Radio shall be P-25 CAI compatible and operate on the West Virginia Department of Natural Resources system. \_\_\_\_\_

1.4.2. Radio shall be capable of upgrade to P-25 Trunking capability. \_\_\_\_\_

1.5. Unit shall be capable of receiving and transmitting on a minimum of 512 channels / 16 zones. \_\_\_\_\_

**1.5.1. P-25 Trunked Channelization**

1.5.1.1. Talkgroups may be entered into the radio with multiple parameters (i.e. – Talkgroup 1 may be strapped secure and another entry of Talkgroup 1 may be strapped clear). \_\_\_\_\_

1.5.1.2. Radios in which a talkgroup may be entered and configured only one time are not acceptable. \_\_\_\_\_

**1.5.2. Conventional (Non-Trunked) Channelization**

		Comply?	
		Yes	No
1.5.2.1.	Each channel shall be individually programmable with regard to wideband /narrowband operation.	_____	_____
1.5.2.2.	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.	_____	_____
1.5.2.3.	There shall be no limitations in the radio with regard to what channels (frequencies) may be programmed into the radio within the authorized frequency split.	_____	_____
1.6. Scanning			
1.6.1.	Radio shall be capable of using and storing user defined scan lists.	_____	_____
1.6.2.	Scan lists may also be defined in programming software.	_____	_____
1.6.2.1.	Predefined scan lists may be edited by the user utilizing buttons on the radio.	_____	_____
1.6.2.2.	Scan lists shall be able to be established at the user/keypad level.	_____	_____
1.6.2.3.	Scanning will be enabled and disabled by depressing no more than one button, one time.	_____	_____
1.7. Display			
1.7.1.	Radio shall have an alphanumeric display with a minimum of 2 rows of 12 characters.	_____	_____
1.7.2.	Radio shall have a backlit display.	_____	_____
1.7.3.	Radio shall have a battery status.	_____	_____
1.7.4.	Radio shall have ID display capability.	_____	_____

		Comply?	
		Yes	No
1.8.	Channel/Zone selection		
1.8.1.	Channel selection will be by way of rotary knob to select at minimum of 16 channels.	_____	_____
1.8.2.	Zone selection to allow access more groups of frequencies will be via other controls or buttons.	_____	_____
1.9.	Receiver audio stage shall be capable of a minimum of 250 milliwatts of audio from the internal speaker.	_____	_____
<b>2. UHF Portable – P-25 Digital Trunking ready</b>			
2.1.	Radio shall be programmable for operation in the <b>403-470 MHz</b> band.	_____	_____
2.2.	Radio shall have a programmable output power of 2 to 4 watts.	_____	_____
2.3.	Radio duty cycle will be assumed to be 5/5/90 (5% transmit/5% receive/90% standby per TIA/EIA Specification 903).	_____	_____
2.3.1.	Battery life should be 10 hours or greater. NiMH or Lithium Ion batteries are acceptable. (Nickel Cadmium batteries are not acceptable.)	_____	_____
2.3.2.	A Rapid charge battery shall be provided, charging to full capacity in four hours or less.	_____	_____
2.4.	Digital Capabilities		
2.4.1.	Radio shall be P-25 Trunking capable and compatible with the WVIRP P-25 Trunked system.	_____	_____
2.4.2.	Radio shall include P-25 CAI (Common Air Interface) compatibility.	_____	_____
2.5.	Unit shall be capable of receiving and transmitting on a minimum of 512 channels / 16 zones.	_____	_____

		Comply?	
		Yes	No
2.5.1. P-25 Trunked Channelization			
2.5.1.1.	Talkgroups may be entered into the radio with multiple parameters (i.e. – Talkgroup 1 may be strapped secure and another entry of Talkgroup 1 may be strapped clear).	_____	_____
2.5.1.2.	Radios in which a talkgroup may be entered and configured only one time are not acceptable.	_____	_____
2.5.2. Conventional (Non-Trunked) Channelization			
2.5.2.1.	Each channel shall be individually programmable with regard to wideband /narrowband operation.	_____	_____
2.5.2.2.	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.	_____	_____
2.5.2.3.	There shall be no limitations in the radio with regard to what channels (frequencies) may be programmed into the radio within the authorized frequency split.	_____	_____
2.6. Scanning			
2.6.1.	Radio shall be capable of using and storing user defined scan lists.	_____	_____
2.6.2.	Scan lists may also be defined in programming software.	_____	_____
2.6.2.1.	Predefined scan lists may be edited by the user utilizing buttons on the radio.	_____	_____
2.6.2.2.	Scan lists shall be able to be established at the user/keypad level.	_____	_____
2.6.2.3.	Scanning will be enabled and disabled by depressing no more than one button, one time.	_____	_____

		Comply?	
		Yes	No
2.7.	Display		
2.7.1.	Radio shall have an alphanumeric display with a minimum of 2 rows of 12 characters.	_____	_____
2.7.2.	Radio shall have a backlit display.	_____	_____
2.7.3.	Radio shall have a battery status.	_____	_____
2.7.4.	Radio shall have ID display capability.	_____	_____
2.8.	Channel/Zone selection		
2.8.1.	Channel selection will be by way of rotary knob to select at minimum of 16 channels.	_____	_____
2.8.2.	Zone selection to allow access more groups of frequencies will be via other controls or buttons.	_____	_____
2.9.	Receiver audio stage shall be capable of a minimum of 250 milliwatts of audio from the internal speaker.	_____	_____
2.10.	Encryption		
2.10.1.	Any hardware necessary for AES encryption will be installed in the radio at time of purchase.	_____	_____
2.10.2.	AES encryption capability will be offered as a software option at time of purchase.	_____	_____
2.10.3.	AES encryption keys shall be able to be loaded utilizing a Motorola KVL 3000 Plus keyloader. A part number for appropriate cable shall be provided.	_____	_____
2.10.4.	Radio shall be capable of storing multiple AES encryption keys. The ability to store more than one key shall be considered to be part of AES encryption being in the radio.	_____	_____

**3. General Specifications**

3.1.	Remote Microphone		
3.1.1.	A remote microphone with coiled cord shall be provided.	_____	_____

		Comply?	
		Yes	No
3.1.1.1.	The microphone cable shall be capable of extending a minimum of 24 inches.	_____	_____
3.1.1.2.	The microphone shall have a spring clip to allow it to be clipped to clothing.	_____	_____
3.1.1.3.	The remote microphone shall be available for individual purchase.	_____	_____
<b>3.2. Charger</b>			
3.2.1.	A desktop charger shall be provided to allow rapid charging from an 117V power source.	_____	_____
3.2.1.1.	This charger shall be equipped with indication of 1) charging and 2) charger completion.	_____	_____
3.2.1.2.	This charger shall be capable of a fast and trickle charge to return the battery to a fully charged condition in 4 hours or less.	_____	_____
3.2.1.3.	This unit should incorporate a built-in battery conditioner.	_____	_____
3.2.1.4.	The charger shall be available for individual purchase.	_____	_____
<b>3.3. Portable Radio Belt Loop</b>			
3.3.1.	A black leather belt loop shall be provided with each portable purchased.	_____	_____
3.3.2.	The black leather belt loop shall be available for individual purchase, should additional belt loops be needed.	_____	_____
<b>3.4. Warranty</b>			
3.4.1.	All equipment shall be warranted for a minimum period of 3 years, including parts and labor, and beginning when the equipment is first placed in service.	_____	_____
3.4.2.	All features that are placed in the radio by way of programming or feature encoding will remain for the life of the radio.	_____	_____

	Comply?	
	Yes	No
3.4.3. Any lost feature information (i.e. # of channels, type of radio, etc) will be replaced (provided) at no charge for the life of the radio.	_____	_____
3.4.4. 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.	_____	_____
3.5. Service Manuals (Only for WV State Police purchases)		
3.5.1. Schematics and complete service manuals will be available.	_____	_____
3.5.2. An option shall be provided to purchase depot level services manuals in paper form.	_____	_____
3.5.3. Electronic versions depot level service manuals shall be provided at no cost to WV State Police upon initial purchase under this contract.	_____	_____
3.5.4. Any failure to comply will be grounds for disqualification of the bid, or cancellation of the contract.	_____	_____
3.6. Programming Software and Equipment Firmware		
3.6.1. An option shall be available to purchase Software, Cable and any interfaces necessary to program the radio.	_____	_____
3.6.1.1. Programming cables shall utilize USB interface to computers.		
Note: Any interfaces to Parallel or Serial ports shall cause disqualification of associated radios and options.	_____	_____
3.6.1.2. Updates to software shall be provided at no additional charge via Internet account to allow continuous access updates.	_____	_____
3.6.1.2.1. Short term access is not acceptable.	_____	_____
3.6.1.2.2. Username, password, and website	_____	_____

		Comply?	
		Yes	No
	address shall be provided with bid and shall be part of the bid analysis and award.	_____	_____
3.6.2.	Radio firmware required to keep hardware current to P-25 standards shall be provided continuously during the life of the contract.	_____	_____
3.6.2.1.	Manufacturer shall provide internet access to this software/firmware.	_____	_____
3.6.2.2.	Updates to software shall be provided at no additional charge via Internet account to allow continuous access updates.	_____	_____
3.6.2.2.1.	Short term access is not acceptable.	_____	_____
3.6.2.2.2.	Username, password, and website address shall be provided with bid and shall be part of the bid analysis and award.	_____	_____
3.7.	Evaluation of bid		
3.7.1.	A working example of the equipment to be provided will be available for evaluation prior to award.	_____	_____
3.7.2.	Operating and repair manuals will be provided on each component delivered for evaluation.	_____	_____
3.7.3.	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.	_____	_____
3.7.4.	A working example of the equipment to be provided will be available for evaluation prior to award and for certification on the WVIP system as required.	_____	_____
3.7.5.	Special / Promotional pricing offered by vendors for limited periods of time shall not be considered for bid award.	_____	_____



	Comply?	
	Yes	No
3.8. Manufacturers modifications and dealer roles		
3.8.1. Any modifications to equipment necessary to comply with specifications will be completed at factory/corporate locations and shall not be performed at field repair shops.	_____	_____
3.8.2. Any local dealers representing manufacturers are expected to only provide support to the manufacturer and NOT warranty or provide modifications to equipment. (Warranty work shall be performed at corporate depot type repair facilities.)	_____	_____
3.8.3. All bidders must provide written certification from manufacturers of their qualification to represent that manufacturer as an authorized vendor. Failure to comply will be grounds for disqualification.	_____	_____

**4. Options for TIER 2**

4.1. Addition of P-25 Trunking for Tier 2 - Item #1	_____	_____
4.2. AES Encryption for Tier 2 - Item #2	_____	_____
4.3. Keyloader cable for use with Motorola KVL 3000 Plus	_____	_____
4.4. Programming Software	_____	_____
4.5. Programming Cable and any necessary interface	_____	_____
4.6. Additional Desktop Charger	_____	_____
4.7. Additional Lapel Microphone	_____	_____
4.8. Additional Portable Radio Belt Loop	_____	_____
4.9. Additional Battery identical to that originally provided	_____	_____
4.10. Additional year of warranty (Total of 4 years)	_____	_____
4.11. Additional year of warranty (Total of 5 years)	_____	_____

VHF and UHF PORTABLE DIGITAL RADIO  
PRICE QUOTATION

TIER 1

Item #1 VHF Portable – P-25 CAI \$ \_\_\_\_\_  
(P-25 Trunking optional)

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

Item #2 UHF Portable – P-25 Trunked \$ \_\_\_\_\_  
(P-25 CAI included)

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

**Options for TIER 1**

Addition of P-25 Trunking for Item #1 \$ \_\_\_\_\_

AES Encryption for Item #2 \$ \_\_\_\_\_

Keyloader cable for use with Motorola KVL 3000 Plus \$ \_\_\_\_\_

Programming Software \$ \_\_\_\_\_

Programming Cable and any necessary interface \$ \_\_\_\_\_

Additional Desktop Charger \$ \_\_\_\_\_

Additional Lapel Microphone \$ \_\_\_\_\_

Additional Portable Radio Belt Loop \$ \_\_\_\_\_

Additional Battery identical to what was provided \$ \_\_\_\_\_

Additional year of warranty (Total of 4 years) \$ \_\_\_\_\_

Additional year of warranty (Total of 5 years) \$ \_\_\_\_\_

**TOTAL BID FOR TIER-1 \$ \_\_\_\_\_**

VHF and UHF PORTABLE DIGITAL RADIO  
PRICE QUOTATION (Cont.)

TIER 2

Item #1 VHF Portable – P-25 CAI \$ \_\_\_\_\_  
(P-25 Trunking optional)

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

Item #2 UHF Portable – P-25 Trunked \$ \_\_\_\_\_  
(P-25 CAI included)

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

**Options for TIER 2**

Addition of P-25 Trunking for Items #1 \$ \_\_\_\_\_

AES Encryption for Items #2 \$ \_\_\_\_\_

Keyloader cable for use with Motorola KVL 3000 Plus \$ \_\_\_\_\_

Programming Software \$ \_\_\_\_\_

Programming Cable and any necessary interface \$ \_\_\_\_\_

Additional Desktop Charger \$ \_\_\_\_\_

Additional Lapel Microphone \$ \_\_\_\_\_

Additional Portable Radio Belt Loop \$ \_\_\_\_\_

Additional Battery identical to what was provided \$ \_\_\_\_\_

Additional year of warranty (Total of 4 years) \$ \_\_\_\_\_

Additional year of warranty (Total of 5 years) \$ \_\_\_\_\_

**TOTAL BID FOR TIER-2 \$ \_\_\_\_\_**

**GRAND TOTAL \$ \_\_\_\_\_**

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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,  
 Bidder is a partnership, association or corporation resident vendor and 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 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,  
 Bidder is a 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; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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 Bidder's 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; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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

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

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

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

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