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

Request for Quotation

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DPS0938

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JOHN ABBOTT 304-558-2544

WEST VIRGINIA STATE POLICE

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

05/31/2009 BID OPENING TIME 01:30P	
LINE QUANTITY UOP CAT. NO ITEM NUMBER UNIT PRICE	AMOUNT
LS 725-74 LOW-BAND MOBILE TWO-WAY RADIO	
OPEN-END CONTRACT TO PROVIDE LOW BAND MOBILE TWO-WAY RADIOS FOR THE WEST VIRGINIA STATE POLICE, PER THE ATTACHED SPECIFICATIONS.	
LIFE OF CONTRACT:	
SEE REVERSE SIDE FOR TERMS AND CONDITIONS	660000000000000000000000000000000000000
SIGNATURE TELEPHONE DATE	
ADDRESS CHANGES TO BE N	NOTED ABOVE

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, the State may deem this contract null and void, and terminate such contract 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."

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

Request for REONUMBER Quotation DPS0 938

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WEST VIRGINIA STATE POLICE

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

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WEST VIRGINIA STATE POLICE

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Request for REQ NUMBER

DPS0938

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN ABBOTT <u> 304-558-2544</u>

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE 25309

HODOR T SOUTH CHARLESTON, WV 304-746-2141 DATE PRINTED TERMS OF SALE SHIP-VIA F.O.B. FREIGHT TERMS 05/31/2009 BID OPENING DATE: 06/17/2009 BID OPENING TIME 01:30PM CAT. QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: JOHN ABBOTT (32)------RFQ. NO.: DPS0938-----

SHIP

BID OPENING DATE: 06/17/2009-----1:30 PM-----BID OPENING TIME: PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: CONTACT PERSON (PLEASE PRINT CLEARLY): | XXXXXX THIS IS THE END OF RFQ DPS0|938 XXXXXX TOTAL:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

MOBILE RADIO SPECIFICATIONS FOR LOW BAND RADIO

The West Virginia State Police desires to establish an open-end contract for the purchase of mobile police/emergency radio equipment and related accessories. The contract will be available for use by other entities of state government, as well as counties and municipalities. Vendors are to use the attached Price Quotation Form. Vendors may submit a list of additional options for the equipment listed, however those items will not be considered for bid award.

1

	EQUIPMENT SPECIFICATIONS		_
LOW BAND MO TK-690H Type	OBILE RADIO EQUAL TO KENWOOD 3	Meets <u>Yes</u>	Spec <u>No</u>
	pe capable of operating in a band of 39-50 degradation of rated specification.	SURGERA DOMESTICA DE SURGERA DOMESTICA DE SURGERA DE SURGERA DE SURGERA DE SURGERA DE SURGERA DE SURGERA DE SU	-
	have at least 160 channel capacity, with 2 rity scan capability.		
periodic if not alr	scan is defined as a scan that continues to ally check the priority channels for activity eady locked on one of those channels and to the active priority channel when activity ted.		
1.2.2. Scannin	g shall include talk back scan.		
1.2.2.1.	Talk back scan is defined as scanning that allows the operator to talk back to a calling station that is received for a predetermined number of seconds.		
1.2.2.2.	The transmit channel shall be the same channel as was received prior to the expiration of the talk back scan timer.		
1.2.2.3.	This time period shall be from .1 to 5 seconds.	Winds and Professional Control of	•
1.2.2.4.	At the expiration of this time, the receiver shall return to normal scanning.	,	

				Meets	·
	1.2.2	2.5.	The selected transmitter channel shall then be the channel selected at the time scanning began.	<u>Yes</u>	<u>No</u>
	1.2.2	2.6.	The transmit channel shall be the channel that is displayed on the LCD display at the time the scan button is depressed to initiate scanning.		
1.3.	Radio	shall h	nave an RF Output power of 110 watts.		
1.4.	•		ric display of at least 12 characters shall be the control head.		
1.5.	Contro a light		l of the unit shall have the ability to act as ol.	***************************************	
1.6.	Standa	ard mid	crophone shall be provided.		
1.7.	Extern	al spe	aker shall be provided.		
1.	mi		audio stage shall be capable of a of 10 watts of audio at 4 ohms ace.	***************************************	
1.	an		aker shall be driven by this audio amplifier of the capable of dissipating the entire audio y.		
1.			nal speaker driven by a restricted audio s not acceptable.	P	
1.8.	Unit sh timer.	ıall hav	ve a programmable carrier controlled	NAMES OF THE PROPERTY OF THE P	wateratus and the second second
1.9.	capabi squelc	lity for h, with	have programmable encode and decode both CTCSS tones and digital coded a minimum of one pair of tones, not he same, for each programmed channel.		
1.10.			oder must be capable of decoding CTCSS Hz modulation level or less.		

		Meets	Spec
	transmitter and receiver must comply with all FCC lirements.	Yes	<u>No</u>
1.12. A ke	y lock shall be provided.		***************************************
unit.	io control head shall be remote mounted from T/R A minimum of 20 feet of control cable shall be ided.		
1.14. Pow	er cabling shall be at least 20 feet in length.		
1.15. Veh	cular Repeater Compatibility:		
1.15.1.	Radio shall be ready to interface with a Pyramid vehicular repeater. All modifications necessary shall be performed by the manufacturer prior to delivery.	-	
1.15.2.	Control heads shall have the ability to provide for activation of a Pyramid vehicular repeater.	N0000000000000000000000000000000000000	
1.15.3.	Control head shall provide notification visual indication when the vehicular repeater is activated.		
	io shall turn on and off with ignition sense and the tage contain anything necessary for that to occur.	M	
inclu remo mod the e	radio modification required under the specification, iding but not limited to jumper installation or oval, etc., must be performed prior to delivery. All ifications are to be made by the manufacturer of equipment, NOT by vendors if bid is awarded to vendor rather than the manufacturer.		***************************************
	dor shall provide complete specification information ny products bid with their bid submission.		***************************************
2. PROGR	AMMING SOFTWARE & HARDWARE		
any	adio programming must be able to be performed on Microsoft Windows 98/2000/XP/VISTA based puter.	•	Mariana

		Meets <u>Yes</u>	Spec No
2.2.	The vendor shall make available for purchase all programming software and cabling necessary to program all radios.	Security of Control of	+ control de la
2.3.	All software and programming hardware shall be priced in a manner that the purchaser may buy additional quantities of these items individually.	El	
2.4.	The vendor shall provide six sets of programming software and any hardware and cabling necessary for interfacing with the personal computer to the West Virginia State Police. (Proprietary programmers are not acceptable.)	**************************************	
3. G	ENERAL SPECIFICATIONS AND WARRANTY		
3.1.	One complete operating manual shall be provided for every piece of equipment purchased.		
3.2.	Schematics will be available for all equipment purchased. A minimum of 7 complete depot level service/repair manuals will be provided to the West Virginia State Police.	-	
3.3.	All items are to be available for purchase separately and each item is to be individually priced.		
3.4.	All features that are placed in the radio by way of programming or feature encoding will remain for the life of the radio. Any lost feature information (ie. # of channels, type of radio, etc) will be replaced at no charge for the life of the radio.		
3.5.	All equipment shall be warranted for a minimum period of at least 3 year, including parts and labor.		
3.6.	The equipment warranty period shall begin when the equipment is first placed in service.	W-742-74	
3.7.	Winning vendor must provide written certification from the manufacturer that they are authorized dealers of this equipment.		

PRICE QUOTATION

Item 1.0, Low Band Radio	\$		
Specify Make	Model#	Mark to the second seco	
Item 2.0 Programming Softv	vare and cables		
(A) Radio Programmi	ing Software	\$	
(B) Radio Programmi	ing Interface & Cable	\$	
	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.

Date:	Title:
Bidder:	Signed:
മമറ്റ് ഉദ	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate es during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
authoriz the requ deeme	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and tes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
require against or dedu	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
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.
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,
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,
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,
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,
	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,
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

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

RFQ No.	DPS0938
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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:

Purchasing Affidavit (Revised 01/01/09)