



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
DJS010281

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF JUVENILE SERVICES
 SECOND FLOOR
 1200 QUARRIER STREET
 CHARLESTON, WV
 25301 304-558-6029

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2009				

BID OPENING DATE: **10/07/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-74		
<p>TWO-WAY RADIOS, PORTABLE</p> <p>OPEN-END CONTRACT TO PROVIDE PORTABLE UHF DIGITAL TWO-WAY RADIOS FOR THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, PER THE SPECIFICATIONS.</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 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>						

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 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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<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> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

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<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. 05/26/2009</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 CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p>						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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.: DJS010281-----</p> <p>BID OPENING DATE: 10/07/2009-----</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> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ DJS010281 ***** TOTAL:						_____

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SPECIFICATIONS FOR RADIOS & EQUIPMENT

1.	UHF Digital Portable 5 Watt Radio Kenwood <i>NEXEDGE NX-300</i> or equivalent. Must be compatible with Motorola HT-1000 radios and must be narrow band compliant. NXDN Digital Air Interface or equivalent. To include: Emergency call feature, Fleet Sync or equivalent, & voice Scrambler. Antenna, Lithium Ion battery, 2.5" belt clip, individual charger, standard remote microphone and first time programming included. Radio must also be adaptable to use metal swivel belt clip.
2.	3-wire mini lapel mic/with earphone, universal connector (Black) Intrinsically Safe Approved Accessory. Kenwood or Equal
3.	Standard remote microphone Kenwood or Equal. Must have a spring clip to allow it to be clipped to clothing. The microphone shall be capable of extending a minimum of 24" inches.
4.	Multi-Unit Charger, Non-Display to operate in a standard 110V US Plug. Must support lithium ion & Ni-cad batteries. Batteries shall be charged to full capacity in four (4) hours or less. The battery shall have the capacity to provide eight (8) hours of operation when utilizing a duty cycle of 5% transmit, 5% receive, and 90% standby. All equipment shall function without unintended interaction and interference to other components.
5.	Multi-Unit Charger -110V US Plug With Display must support lithium ion & Ni-cad batteries. Batteries shall be charged to full capacity in four (4) hours or less. The battery shall have the capacity to provide eight (8) hours of operation when utilizing a duty cycle of 5% transmit, 5% receive, and 90% standby. All equipment shall function without unintended interaction and interference to other components.
6.	High Capacity Lithium Ion Battery O. E. M. must be compatible with Item #1 above
7.	25 Watt Repeater installed in 30" Indoor Cabinet. Must be compatible with NEXEDGE Digital Technology or equivalent.
8.	Fiberglass Antenna will be compatible with Item #7 above.
9.	Cable ½" LDF HELIAX POLY JKT per foot. Must be compatible with Nexedge Digital Technology OR the equivalent.
10.	40 Watt Control Station, including Power Supply, Control Station Mount & Control Station Microphone
11.	Outside Control Station Fiberglass Antenna must be compatible with Item # 10 above.
12.	Replacement Plastic Belt Clips compatible with Item #1
13.	UHF Stubby Antenna Must be compatible with Item # 1 above.
14.	UHF Whip Antennas. Must be compatible with Item # 1 above.
15.	Leather Carrying Case is to be provided with each radio and be Black in color must be compatible with Item # 1 above
16.	Leather Swivel belt loop clip with portable D-Ring Attachment Compatible with Item #1

17. Installation of repeater and mobile stations must be performed by the winning vendor. Hours for installation are additional, and the estimated number of hours will be submitted for each location by using the hourly rate bid in #17 on the bid sheet. Vendor must supply any and all hardware to assist in the installation of the Repeater, and Control Station. Surge Suppressor and Jumpers will be included and must be compatible with System Installed. All vendors bidding on the equipment listed in the specifications are required to submit in writing that the product meets or exceeds the specifications set forth. If a vendor bids a product which does not meet the specifications as outlined for that item, but they believe exceeds the specifications, then the vendor is required to submit their exceptions in writing, specifically listing the item and line specification(s) which they are taking exception to.

Vendors should submit a product sheet with their bid that includes each item listed and at a minimum: Manufacturer, Model number and general specifications for each item. The vendor shall provide this documentation within 3 days upon request.

All first time programming and delivery to be included in the price. Vendor must be able to deliver repeater, antenna and mast within 90 days; & all other equipment within 30 days of date order is placed.

Vendor must be able to supply All Items Listed.

BID FORM

Item #	Description	Estimated Initial Order	Unit Price	Extended Price	Future Unit Price for One (1) Each
1	Digital 5 Watt Radio	110			
2	3-wire mini-lapel mic/w earphone	50			
3	Standard Speaker Microphone	35			
4	Multi Unit Charger Non Display	9			
5	Multi Unit Charger With Display	3			
6	High Capacity Lithium Ion battery	12			
7	25 Watt Repeater in 30" Cabinet	1			
8	Fiberglass Antenna	1			
9	Cable 1/2" LDF Heliax Poly Jkt per ft	100			
10	40 Watt Control Station & Accessories	2			
11	Fiberglass Antenna for Control Station	2			
12	Replacement Belt Clip	12			
13	UHF Stubby Antenna	6			
14	UHF Whip Antenna	6			
15	Leather Carry Case	6			
16	Leather Swivel beltloop clip/w port. D-Ring attachment	35			
17	Installation- hourly rate	6hr.	/hr.		
	TOTAL BID				\$