



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

# Request for Quotation

**RFO NUMBER**  
 DPS1102

**PAGE**  
 1

**ADDRESS CORRESPONDENCE TO ATTENTION OF:**  
 BUYER 32  
 304-558-2544

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

WEST VIRGINIA STATE POLICE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/11/2010				

BID OPENING DATE: **08/25/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		725-74		
<p>VHF / UHF DIGITAL MOBILE RADIOS</p> <p>OPEN-END CONTRACT TO PROVIDE VHF &amp; UHF DIGITAL MOBILE RADIOS FOR THE WEST VIRGINIA STATE POLICE, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 1</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) SUCCESSIVE ONE (1) YEAR PERIODS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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**WEST VIRGINIA STATE POLICE**  
  
**4124 KANAWHA TURNPIKE**  
**SOUTH CHARLESTON, WV**  
**25309 304-746-2141**

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BID OPENING DATE: **08/25/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>CANCELLATION:</b> 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 WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p><b>OPEN MARKET CLAUSE:</b> 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><b>INSURANCE:</b> SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p><b>WORKER'S COMPENSATION:</b> VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p><b>BANKRUPTCY:</b> 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>REV. 9/98</p> <p>EXHIBIT 4</p> <p><b>LOCAL GOVERNMENT BODIES:</b> UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</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> <p>A SIGNED BID MUST BE SUBMITTED TO:            DEPARTMENT OF ADMINISTRATION</p>						

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BID OPENING DATE: **08/25/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID						
BUYER:				32	-----	
RFQ. NO.:				DPS1102	-----	
BID OPENING DATE:				8/25/2010	-----	
BID OPENING TIME:				1:30 PM	-----	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):  -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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## VHF and UHF DIGITAL MOBILE RADIO SPECIFICATIONS

The West Virginia State Police desires to establish an open-end contract for the purchase of 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.

The agency has placed the digital P-25 mobile 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>1. <u>TIER 1 – APCO P-25 greater than 512 channel mobile radio</u></b>			
<b>1.1 ITEM #1 – 40 Watt UHF Digital Mobile – P-25 Trunking ready (includes P-25 CAI)</b>			
1.1.1	A mobile under dash type radio (one piece) capable of operating in the 380 - 470 MHz band shall be provided.	_____	_____
1.1.2	Radio shall be capable via programming of wide band and narrow band operation (12.5 kHz/25 kHz respectively), and capable of storing more than 512 channels.	_____	_____
1.1.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation, digital/analog operation, and/or trunked/non-trunked operation.	_____	_____
1.1.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups.	_____	_____
1.1.3.1	All currently licensable frequencies shall be considered acceptable to the unit.	_____	_____

		Comply?	
		Yes	No
1.1.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	_____	_____
1.1.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 14 digits.	_____	_____
1.1.6	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	_____	_____
1.1.7	Radio shall have ID display capability.	_____	_____
1.1.8	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.	_____	_____
1.1.9	It shall transmit with a minimum of 40 watts RF output.	_____	_____
1.1.10	Receiver audio stage shall be capable of a minimum of 7.5 watts of audio.	_____	_____
1.1.11	The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability.	_____	_____
1.1.11.1	An external speaker will be provided with the unit.	_____	_____
1.1.11.2	When the external speaker is in use, any internal speaker shall be capable of being disabled.	_____	_____
1.1.11.3	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.	_____	_____
1.1.12	A standard microphone shall be provided.	_____	_____
1.1.13	A mike hangup shall be provided.	_____	_____
1.1.14	Radio shall include software for P-25 CAI and P-25 Trunked operation.	_____	_____

		Comply?	
		Yes	No
1.1.14.1	This shall include any other software necessary to enable seamless roaming operation on the WVIRP radio system presently being installed in West Virginia, and shall be capable of supporting multiple zone operation.	_____	_____
<b>1.2 ITEM #2 -- 40 Watt VHF Digital Mobile -- P-25 CAI ready</b>			
1.2.1	A mobile under dash VHF type radio (one piece) capable of operating in the 136-174 MHz band shall be provided.	_____	_____
1.2.2	Radio shall be capable via programming, of wide band and narrow band (15 kHz/30 kHz respectively) operation, and capable of storing more than 512 channels.	_____	_____
1.2.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation, digital/analog operation, and/or trunked/non-trunked operation.	_____	_____
1.2.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups.	_____	_____
1.2.3.1	All currently licensable frequencies shall be considered acceptable to the unit.	_____	_____
1.2.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	_____	_____
1.2.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 14 digits.	_____	_____



		Comply?	
		Yes	No
1.2.6	Radio shall have ID display capability.	_____	_____
1.2.7	Radio shall have programmable encode and decode capability for CTCSS tones, digital coded squelch, and NAC codes, with a minimum of one pair of tones, not necessarily the same, for each programmed channel.	_____	_____
1.2.8	It shall transmit with a minimum of 40 watts RF output.	_____	_____
1.2.9	Receiver audio stage shall be capable of a minimum of 7.5 watts of audio.	_____	_____
1.2.10	The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability.	_____	_____
1.2.10.1	An external speaker will be provided with the unit.	_____	_____
1.2.10.2	When the external speaker is in use, any internal speaker shall be capable of being disabled.	_____	_____
1.2.10.3	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.	_____	_____
1.2.11	A standard Microphone shall be provided.	_____	_____
1.2.12	A mike hangup shall be provided.	_____	_____
<b>2. <u>TEIR 2 – APCO P-25 512 channel mobile radio</u></b>			
<b>2.1 ITEM #3 - UHF Digital Mobile – P-25 Trunking ready (includes P-25 CAI)</b>			
2.1.1	A mobile under dash type radio (one piece) capable of operating in the 400 - 470 MHz band shall be provided.	_____	_____
2.1.2	Radio shall be capable via programming of wide band and narrow band operation (12.5 kHz/25 kHz respectively), and capable of storing a minimum of 512 channels.	_____	_____

		Comply?	
		Yes	No
2.1.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation, and digital/analog operation, and/or trunked/non-trunked operation	_____	_____
2.1.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups.	_____	_____
2.1.3.1	All currently licensable frequencies shall be considered acceptable to the unit.	_____	_____
2.1.3.2	It shall be capable of storing a minimum of 512 channels.	_____	_____
2.1.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	_____	_____
2.1.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 12 digits.	_____	_____
2.1.6	Radio shall have ID display capability.	_____	_____
2.1.7	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	_____	_____
2.1.8	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.	_____	_____
2.1.9	It shall transmit with a minimum of 40 watts RF.	_____	_____
2.1.10	Receiver audio stage shall be capable of a minimum of 7 watts of audio.	_____	_____
2.1.11	An external speaker will be provided with the unit.	_____	_____
2.1.12	A standard microphone shall be provided.	_____	_____
2.1.13	A mike hangup shall be provided.	_____	_____
2.1.14	Radio shall include software for P-25 CAI and P-25	_____	_____

		Comply?	
		Yes	No
Trunked operation.			
2.1.14.1	This shall include any other software necessary to enable seamless roaming operation on the WVIRP radio system presently being installed in West Virginia, and shall be capable of supporting multiple zone operation.	_____	_____
2.1.15	Radio shall have accessory connections available via DB-9, DB-15, or DB-25 connector containing at least Transmit audio input, Receive audio output, Push-to-Talk, COR (or equivalent) output. If proprietary connector is used, an adapter cable (connector) shall be provided to enable connection to DB type connector.	_____	_____
<b>2.2 ITEM #4 - 40 Watt VHF Digital Mobile – P-25 CAI ready</b>			
2.2.1	A mobile under dash type radio (one piece) capable of operating in the 150-174 MHz band shall be provided.	_____	_____
2.2.2	Radio shall be capable via programming of wide band and narrow band (15 kHz/30 kHz respectively) operation, and capable of storing a minimum of 512 channels.	_____	_____
2.2.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation, and digital/analog operation.	_____	_____
2.2.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups.	_____	_____
2.2.3.1	All currently licensable frequencies shall be considered acceptable to the unit.	_____	_____
2.2.3.2	It shall be capable of storing a minimum of 512 channels.	_____	_____
2.2.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	_____	_____

		Comply?	
		Yes	No
2.2.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 12 digits.	_____	_____
2.2.5.1	Radio shall have ID display capability.	_____	_____
2.2.6	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	_____	_____
2.2.7	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.	_____	_____
2.2.8	It shall transmit with a minimum of 40 watts RF.	_____	_____
2.2.9	Receiver audio stage shall be capable of a minimum of 7 watts of audio.	_____	_____
2.2.9.1	An external speaker will be provided with the unit.	_____	_____
2.2.10	A standard microphone shall be provided.	_____	_____
2.2.11	A mike hangup shall be provided.	_____	_____
2.2.12	Radio shall include all software to operate at least to P-25 CAI standards compatible with the WV DNR Law Enforcement Section VHF radio system.	_____	_____
<b>3. <u>GENERAL SPECIFICATIONS AND WARRANTY</u></b>			
3.1	All UHF radios being offered for purchase must have previously been approved for use on the West Virginia Interoperable Radio Project system. To see an approved list go to: <a href="http://www.wvirp.com/documents/WVIRP%20Approved%20Subscriber%20Unit%20List%20040808.pdf">http://www.wvirp.com/documents/WVIRP Approved Subscriber Unit List_040808.pdf</a> or follow the link to the current <a href="#">WV IRP Approved Subscriber Unit Listing</a> .	_____	_____
3.2	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.	_____	_____

	Comply?	
	Yes	No
3.3 All equipment shall be warranted for a period of 3 years, including parts and labor, and beginning when the equipment is first placed in service.	_____	_____
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.	_____	_____
3.4.1 Any lost feature information (ie. # of channels, type of radio, etc) will be replaced (provided) at no charge for the life of the radio.	_____	_____
3.5 All firmware upgrades to enhance radio operation will be free of charge. (This is not intended to include radio options that would incur additional cost).	_____	_____
3.6 All programming software updates shall be free of charge during the warranty period of the radio.	_____	_____
3.7 All items are to be available for purchase separately and each item is to be individually priced.	_____	_____
3.8 Each item bid should include make and model on Attachment II: Equipment List.	_____	_____
3.9 UHF Radios must include AES encryption. This shall include any hardware, firmware, and/or software necessary.	_____	_____
3.9.1 Radio shall be capable of holding multiple encryption keys.	_____	_____
3.10 All encryption keyloading shall be capable via a Motorola KVL3000 Plus.	_____	_____
3.10.1 A keyloading cable compatible with the Motorola KVL3000 Plus shall be included as an option.	_____	_____
<b>4. <u>COMPATIBILITY</u></b>		
4.1 Any modifications necessary to make this equipment operate properly with other provided equipment are to be the responsibility of the vendor.	_____	_____

	Comply?	
	Yes	No
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.	_____	_____
4.4 Any software or hardware deemed necessary for these products to operate in the WVIRP system (UHF), or WVDNR system (VHF), yet excluded by the vendor will be provided after purchase at no charge to the purchaser. All upgrades to facilitate installation of this hardware or software will be the responsibility of the vendor and shall be undertaken at no charge to the purchaser.	_____	_____
<b>5. <u>SERVICE MANUALS</u></b>		
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 If depot level service manuals are provided in digital media, requirements for paper manuals do not need to be considered. Manuals shall be complete and include schematics for all hardware. Digitally provided service manuals shall not be copy protected and may be duplicated by the purchaser for their own use.	_____	_____
5.6 Any failure to comply will be grounds for disqualification of the bid	_____	_____

	Comply?	
	Yes	No
<b>6. EQUIPMENT OPTIONS</b>		
6.1 The following items shall be available for items #1-4:	_____	_____
6.1.1 Desktop Microphone to substitute for mobile microphone.	_____	_____
6.1.2 Desktop Power Supply to convert mobile radio into table top base type radio.	_____	_____
6.1.3 Encryption key loader cable for KVL3000 plus.	_____	_____
6.2 Programming Software and Hardware	_____	_____
6.2.1 All radio programming must be able to be performed on a Microsoft Windows 2000/XP/Vista/Windows 7 based computer.	_____	_____
6.2.2 The vendor shall make available for purchase all programming software and cabling necessary to program all radios.	_____	_____
<b>7. EVALUATION FOR BID AWARD</b>		
7.1 Evaluation will include the review of all items listed in these specifications.	_____	_____
7.2 All pricing should be line itemed as indicated on Attachment I: Cost Sheet	_____	_____
NOTE: Special / Promotional pricing offered by vendors for limited periods of time and any item pricing provided for items not requested in this RFQ shall not be considered for bid award and/or price comparison.	_____	_____

# UHF and VHF Digital Mobile Radio

## Attachment II: Equipment List

Vendor must provide manufacturer, model number, and part number for the all equipment bid. Vendors should include with their bid, a copy of the manufacturer's product sheet and any other supporting documentation which demonstrates the vendor's adherence to the mandatory specifications as outlined in the specifications.

Item No.	Description	Manufacturer	Model Number	Part Number
1	UHF Digital Mobile			
2	VHF Digital Mobile			
<i>Options for Items 1-2</i>				
A.)	Desktop Microphone (substitute for mobile)			
B.)	Desktop Power Supply			
C.)	Encryption Key Loader cable (for KVL3000+)			
D.)	Programming Software			
E.)	Programming Cable			
3	UHF Digital Mobile			
4	VHF Digital Mobile			
<i>Options for Items 3-4</i>				
A.)	Desktop Microphone (substitute for mobile)			
B.)	Desktop Power Supply			
C.)	Encryption Key Loader cable (for KVL3000+)			
D.)	Programming Software			
E.)	Programming Cable			



# UHF and VHF Digital Mobile Radio

## Attachment I: Cost Sheet

The vendor must provide pricing inclusive of all associated costs for the following items including the cost of delivery. The estimated quantities contained on the cost sheet are intended for bid evaluation purposes only. Actual quantities may vary based upon the needs of the agency. Vendors should complete this pricing sheet in lieu of submission of manufacturer's quotes.

Item No.	Description	Unit Cost	Estimated Qty.	Extended Cost
1	UHF Digital Mobile	\$	150	\$
2	VHF Digital Mobile	\$	30	\$
<i>Options for Items 1-2</i>				
A.)	Desktop Microphone (substitute for mobile)	\$	30	\$
B.)	Desktop Power Supply	\$	30	\$
C.)	Encryption Key Loader cable (for KVL3000+)	\$	10	\$
D.)	Programming Software	\$	10	\$
E.)	Programming Cable	\$	10	\$
3	UHF Digital Mobile	\$	150	\$
4	VHF Digital Mobile	\$	30	\$
<i>Options for Items 3-4</i>				
A.)	Desktop Microphone (substitute for mobile)	\$	30	\$
B.)	Desktop Power Supply	\$	30	\$
C.)	Encryption Key Loader cable (for KVL3000+)	\$	10	\$
D.)	Programming Software	\$	10	\$
E.)	Programming Cable	\$	10	\$
<b>Total Bid:</b>				<b>\$</b>

State of West Virginia  
**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: \_\_\_\_\_

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 exceeds 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.

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.

**WITNESS THE FOLLOWING SIGNATURE**

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

AFFIX SEAL HERE

NOTARY PUBLIC \_\_\_\_\_