



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
DPS1140

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF PUBLIC SAFETY
 4124 KANAWHA TURNPIKE

SOUTH CHARLESTON, WV
 25309 746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/14/2011				

BID OPENING DATE: 05/11/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-74		
VOIP (VOICE OVER IP) RADIO DISPATCH CONSOLE EQUIP. INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 04/22/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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						

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. 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 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.

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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<p>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> <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,</p>						

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<p>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> <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>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>						

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<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>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

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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:-----TL/32-----						
RFQ. NO.:-----DPS1140-----						
BID OPENING DATE:-----05/11/2011-----						
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):						

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***** THIS IS THE END OF RFQ DPS1140 ***** TOTAL: _____						

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SPECIFICATIONS FOR RADIO DISPATCH CONSOLE EQUIPMENT

The West Virginia State Police (WVSP) is requesting competitive bids for VOIP (Voice over IP) radio dispatch console equipment as per the attached specifications. The contract shall be available for use by all other entities of state government, as well as counties and municipalities.

All vendors bidding on any equipment listed in these specifications are required to submit in writing, an indication as to if the product(s) they are bidding meets or exceeds the specifications set forth for those item(s) they are bidding. 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) they are taking exception to. Vendors shall submit within seven days upon request, a product sheet for each item bid, which is to include at a minimum: picture, manufacturer, model number, and general specifications for the item.

Meets Spec
Yes No

1. VOIP CONSOLE SPECIFICATIONS

- 1.1. A VOIP (Voice over IP) based console shall consist of two operating positions which shall come with all hardware and/or software required for the consoles to function together or independently. (Installation of the two position console shall be priced separately from the hardware and software. Installation shall include all hardware and software, and at the point of completion, for the console will be totally programmed and functional.
Note: A price shall be provided to increase the number of console positions in single position increments, in which the cost will include all hardware and/or software required to expand by one full position. The quantities of this option will enable the console to be expanded to six or more positions. (For the additional positions, an installation price shall be provided for installation at time of initial purchase and a second price for installation of additional positions purchased after the time of the initial two position purchase.) _____

- 1.2. The console will be monitor based utilizing a mouse for pointing and PTT. _____

		Meets Spec	
		<u>Yes</u>	<u>No</u>
1.3.	Monitor shall be a Flat Screen LCD type measuring at least 19" diagonally, and shall be commercially available. (Touch Screen may be available as an option. Pricing for this option shall assume deletion of the standard non-touch screen monitor and show the additional cost to be incurred for each monitor change. Additional console positions beyond the initial two positions will be assumed to utilize non-touch screen monitors and will also be capable of upgrade in accordance with option 1.3.)	_____	_____
1.4.	All radio and telephone channels will be accessed via an icon on a display screen. <i>(A standard optical mouse should be used to interface with the display screen.)</i>	_____	_____
1.5.	Base console must provide tone or local (E&M) control for a minimum of 8 radios. (Appropriate devices to control the associated base stations must be included in the base console system price.)	_____	_____
1.5.1.	Console radio channels will interface with: <div style="margin-left: 40px;">Local control lines (2 or 4 wire control) Telephone lines (2 or 4 wire control) Microwave interface</div> <p>Any information related to these types of connection shall be provided, and notation made if pricing is dependant upon what type of connection is required, and quantities of each. Base stations cards should be capable of field configuration to allow the card to be setup for radio control or phone line access. Any line configuration (Tone, E&M and POTS phone lines) DC control may be available as an option.</p>	_____	_____
1.6.	Console shall be expandable to add additional tone or local controls in groups not greater than 4 channels.	_____	_____
1.7.	Expansion modules shall have a minimum capacity of one channel. (Specify quantity of channels contained in each expansion module).	_____	_____

		Meets Spec	
		<u>Yes</u>	<u>No</u>
1.8.	A minimum of 4 (four) speakers shall be provided. Functionality for these speakers shall include Select, Unselect, and two auxiliary/monitor speakers assigned as desired.	_____	_____
1.8.1.	At least six additional/optional Speaker modules with volume controls shall be supported.	_____	_____
1.9.	All speakers shall function in conjunction with PTT, muting on PTT if desired.	_____	_____
1.10.	Auxiliary speakers shall be driven by amplifiers capable of accepting 600 ohm audio from an external source, such as a Voting Comparator, and shall be capable of being muted by PTT. (Though separate from select and unselect, it is desired that they be "controlled" by the console and shall be speakers attached to channels in the console other than select and unselect).	_____	_____
1.11.	Each console position will be able to function independently.	_____	_____
1.12.	Any equipment interfaced from one console will be available at other console positions.	_____	_____
1.13.	Each console position will include:		
1.13.1.	A high quality microphone. (Boom type microphone is preferred)	_____	_____
1.13.2.	Headset jack compatible with the hardware purchased for each position.	_____	_____
1.13.3.	A headset for each position compatible with the hardware purchased.	_____	_____
1.13.4.	The capabilities to interface a foot pedal for transmit. One foot pedal will be included with each console. (<i>Pricing for additional foot pedals shall be provided.</i>)	_____	_____
1.14.	Console shall be compatible with IDA based E.F. Johnson 5300 P-25 trunked series tone controlled radios.	_____	_____

		Meets Spec	
		<u>Yes</u>	<u>No</u>
1.15.	Console shall be compatible with Tait TM9155 series P-25 trunked radios and interface with the accessory plug of that radio. Display data shall be capable of replication on the console display screen icon.	_____	_____
1.16.	Console shall be capable of generating paging tones. Specify capability. Two-Tone, 5/6 Tone, Knox, Plectron, user programmable and DTMF paging are mandatory requirements. Provide details on how your system is configured for paging operation. Single button and group stacking is required.	_____	_____
1.17.	Each console shall include a keyboard if it enables the ability to perform programming and/or configuration functions. (The keyboard shall not be required to make the console operate in normal communications mode.)	_____	_____
1.18.	Programming ability shall be password controlled. Screen setups and configurations shall automatically push to each position from the screen building software. It shall not be required to configure each position separately or require restart of PC with screen updates. Screen configurations shall be maintained at a common location and not on each operator pc. In the event of pc failure the system shall push the screen and user database to a newly installed computer.	_____	_____
1.19.	It is desirable for the console(s) to utilize IP multicast IP packet transmissions. If the console is IP capable, then 1.19.1 & 1.19.2 should be addressed. Consoles capable of Internet Protocol but utilizing only unicast IP packets will not be considered.	_____	_____
1.19.1.	An option should be provided for a radio control endpoint controlled by the IP based console in 1.19. Pricing for this option shall be for one remote base station. A second option should be provided in the event a larger number of connections are possible from one endpoint unit. The endpoint should provide recording output capability for both transmit and receive audio.	_____	_____

		Meets Spec	
		<u>Yes</u>	<u>No</u>
1.19.2.	Is IP radio control endpoint necessary for tone or E&M control? (Vendor shall provide documentation detailing interface between endpoint and base station at time of bid.)	_____	_____
1.20.	The system shall be capable of interfacing to the installed Voting Comparator system. (if available) through the use of Auxiliary I/O. The interface shall allow for control as follows: <ul style="list-style-type: none"> • Force Vote a receiver • Disable a receiver • Indicate which receiver is voted • Indicate a failed voter/line/receiver • Indicate RECEIVE status on a receiver 	_____	_____
1.20.1.	Auxiliary I/O board shall be Ethernet based and support a JPS SNV-12 voter system status and control functions.	_____	_____

		Meets Spec	
		<u>Yes</u>	<u>No</u>
1.21.	Console shall have the ability to interface with a conventional Digital Voice Recorder for purposes of logging. A minimum of a two wire audio path shall be available from each channel position.	_____	_____
1.22.	Each console position shall be supplied with an integrated recall recorder capable of recording receive audio for all active (unselect & select states) channels monitored at a given operator's console position. The IRR display shall provide Date/time stamp for each call, channel identification and ANI, call status (emergency or normal) and state of channel when call received (Select, UnSelect 1-9).	_____	_____
1.23.	The system shall be provided with redundant PC-based Gateways which interface to all system resources on an IP basis. The Gateways must be based on non-proprietary PC hardware and support automatic fail-over. Vendor shall state whether the Gateway PC equipment may be supplied by customer.	_____	_____
1.23.1.	The Gateway(s) shall communicate and arbitrate control to all shared system resources, including radios (base stations, talk groups, control stations, etc.), telephone extensions, and Remote monitoring and control devices (Aux I/O).	_____	_____
1.23.2.	The Gateway will perform all conversion functions to open and proprietary radio and telephone protocols that may be required. A plug-in driver architecture shall be provided to support new types of resources in the future without changing hardware. All Gateway features shall be software based; no special or proprietary hardware shall be required. The Gateway shall contain all the software necessary to interface the external endpoint devices directly through the Enterprise network.	_____	_____
1.23.3.	The Gateway shall communicate to all endpoints via unicast protocols. Unicast eliminates the need for multicast traffic to traverse the Enterprise network.	_____	_____

	Meets Spec	
	<u>Yes</u>	<u>No</u>
1.23.4. All Operator Positions shall be capable of communicating to the Gateway via Multicast.	_____	_____
1.23.5. The Gateway shall arbitrate access to endpoints so multiple consoles have access to common endpoints	_____	_____
1.23.6. To ensure maximum future flexibility in choice of radios and telephones, and avoid proprietary vendor "lock-in", the Gateway must at minimum support the following technologies. The bidder shall provide a list of features supported for each technology; at minimum the "Advanced Radio Features" list must be supported.	_____	_____
<ul style="list-style-type: none"> • P25 Conventional Radios via the P25 DFSI standard (TIA-102.BAHA); Exclusive use of proprietary protocols will not be acceptable. • Conventional Tone-keyed and DC-keyed Radios via remote audio circuit • Conventional Radio via local control • Session Initiation Protocol (SIP) telephony direct to Cisco, Avaya, and third-party IP-PBXs • FXO and T1 telephony 		

2. NETWORK SPECIFICATIONS

2.1.	VoIP Consoles shall be capable of communication across an Enterprise WAN or private allocated network dedicated to the console system.	_____	_____
2.2.	IP network connectivity shall be at the 100Mb/s switched Ethernet capacity to interconnect all of the elements, from the consoles, to the Gateways, to the VoIP endpoints.	_____	_____
2.3.	LAN segments shall support multicast. In the event remote consoles are required, the WAN shall also be capable of supporting multicast network traffic.	_____	_____

		Meets Spec	
		<u>Yes</u>	<u>No</u>
2.4.	Each Operator Console position will support two Ethernet connections; one for the PC and one for the workstation controller. Gateways and Endpoint devices shall each require one Ethernet port. Note: a dual port endpoint shall only require one Ethernet port.	_____	_____
2.5.	The Gateways shall communicate to all endpoints via unicast. As a general rule for capacity planning, network traffic capacity will be calculated by adding 16kbps to the Codec requirements (which range from 64kbs for G.711 to 8kbs for G.729) for the RTP and UDP headers for audio transport. For half-duplex devices, such as most radio endpoints, only one-way audio shall be counted. Silence suppression will be taken into account. If the radio endpoints are all muted, then little or no data shall be transmitted.	_____	_____
2.6.	A typical endpoint to Gateway IP connection for one radio shall consume a minimum of 24kbps to a maximum of 80kbps for audio transmission during activity; when the radio is squelched "silence suppression" shall be used. (Note: All endpoint traffic shall be unicast, to reduce multicast messaging on the WAN.)	_____	_____
2.7.	For efficiency on the LAN, the Gateway shall forward the unicast packets from the endpoint and other endpoints via Multicast to the Operator Consoles. Whenever an endpoint is active and transmitting its audio to the Gateway, it is automatically forwarded regardless if one or fifty consoles have that endpoint selected or monitored.	_____	_____
2.8.	Network has to use commercial off the shelf managed switches capable of VLAN partitioning.	_____	_____
3.	<u>GENERAL SPECIFICATIONS</u>		
3.1.	A complete set of installation documentation, as built documentation, all programming software and hardware (cables, interfaces, etc) shall be provided.	_____	_____

		Meets Spec	
		<u>Yes</u>	<u>No</u>
3.2.	All updates to software and firmware will be provided at no charge for the length of the warranty. Software updates shall available via electronic media or controlled access FTP sites. No chip based software or firmware updates are acceptable.	_____	_____
3.3.	Vendor shall provide access for purchaser to all manufacturers' field service bulletins, knowledge base support, and any other support available, preferably available via the Internet and/or FTP sites.	_____	_____
3.4.	A complete set of service manuals will be provided to the West Virginia State Police	_____	_____
3.5.	A factory training class shall be made available to the customer if necessary at no additional charge other than travel and living costs. This training shall cover installation, configuration, maintenance and screen development. A cost shall be provided for a factory on-site training class for customer support personnel.	_____	_____

4. **WARRANTY**

4.1.	The system shall be warranted by the manufacturer to be free from defects of material and/or workmanship for a minimum period of two (2) years from date of installation.	_____	_____
4.2.	All software will be warranted to be free of defects for the period of the hardware warranty.	_____	_____
4.3.	All available updates to programming software, console software, and console firmware shall be provided at no cost during the warranty period.	_____	_____
4.4.	A price shall be provided showing any software subscription and/or annual maintenance fees that are expected after the end of the warranty period.	_____	_____

5. **AWARD**

This contract will be awarded to one vendor with the most complete bid with the lowest total meeting all of the specifications.

DPS1140

PRICE QUOTATION

<u>Item Description:</u>	<u>Unit Price:</u>	<u>Qty:</u>	<u>Extended Price:</u>
Two position Console (with all associated hardware, software).	\$ _____	4	\$ _____
Installation option for above hardware and software.	\$ _____	1	\$ _____
Additional console positions (To include all associated hardware, software).	\$ _____	3	\$ _____
Installation option for each additional position hardware and software.	\$ _____	1	\$ _____
Additional conventional channels. (Specify quantity in each module. The price listed under Cost shall reflect the cost per channel, and the extended cost shall be the total number of channels in a card multiplied by the cost.)	\$ _____	1	\$ _____
Dual Port IP Radio Control endpoint with power supply	\$ _____	24	\$ _____
Ethernet based Auxiliary I/O Interface for voter connection and all associated components for at least an 8 channel voter	\$ _____	1	\$ _____
<u>Console accessory options</u>			
Additional Headset	\$ _____	1	\$ _____
Additional Foot Pedal	\$ _____	1	\$ _____
Additional auxiliary speaker	\$ _____	12	\$ _____
Factory training course at customer's location	\$ _____	1	\$ _____
<u>Other</u>			
Annual software subscription fees after warranty	\$ _____	1	\$ _____
TOTAL:			\$ _____

NOTE: All quantities specified in the Price Quotation form are for bid purposes only. Actual quantities to be purchased may vary with each order.

RFQ No. _____

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 _____

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: _____

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

ATTACHMENT
P.O.# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____