



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  
**EBA344**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY  
 304-558-8801**

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

**EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400**

DATE PRINTED <b>05/17/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/16/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		840-65		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY, IS SOLICITING BIDS FOR A NEW ANALOG RADIO TRANSMITTER PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS WILL BE 05/31/2011 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p><b>TELEVISION TRANSMITTERS</b></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 WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</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.

**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).



## **EBA344 10 Killowatt FM Radio Transmitter**

The West Virginia Educational Broadcasting Authority operates a statewide Public Radio network. This project will place a new analog only service facility transmitting with 10,000 watts at 88.5 MHz on the FM band in Bluefield, W V. Specifications are included herein.

Note: If IBOC is added at a later date it will be accomplished with high level combining.

### **1. General Requirements**

- 1.1. Transmitter shall be FCC approved
- 1.2. Transmitter shall operate on single phase power
  - 1.2.1. transmitter shall operate with an input voltage of 180 ~ 250 VAC
- 1.3. Transmitter shall be air cooled
- 1.4. Transmitter shall be solid state, no tubes are allowed
- 1.5. Amplifier modules shall be interchangeable, with no tuning or adjustments required
- 1.6. Replacement modules shall not require soldering

### **2. Operating power**

- 2.1. Transmitter shall produce 10,000 watts of RF power at 88.5 MHz
  - 2.1.1. Output power shall be continually adjustable from 100 to 10,000 watts output
- 2.2. Transmitter shall be capable of full power operation for 24 hours a day, 365 days a year.
- 2.3. Transmitter cooling requirements shall be less than 2 tons (24000 BTU)

### **3. Transmitter shall protect itself from damage from:**

- 3.1. High temperature – Temperatures which approach a level that could result in permanent damage to the transmitter shall force the transmitter to reduce power and/or shut down before any damage can occur.
- 3.2. High reflected power (VSWR)
  - 3.2.1. Transmitter shall reduced power incrementally in high VSWR conditions
- 3.3. Loss of RF drive from the exciter
- 3.4. Loss of one side of AC feed

### **4. Exciter**

- 4.1. Exciter shall be provided with transmitter
- 4.2. Exciter shall be frequency agile
- 4.3. Exciter shall be able to operate directly into the antenna in the event of catastrophic transmitter failure
- 4.4. Exciter shall accept the following:
  - 4.4.1. AES/EBU digital input

- 4.4.2. Left and Right Analog input
  - 4.4.3. RBDS
  - 4.4.4. SCA
  - 4.4.5. GPS for frequency reference
  - 4.5. Exciter shall have the ability to switch between the digital and analog inputs to allow for an auxiliary audio feed
    - 4.5.1. Exciter shall be able to be switched by external control – for instance, contact closure from remote control
- 5. Remote Control (Note- West Virginia Public Radio uses the LYNX remote control system statewide, and will use the same system for this installation)**
- 5.1. Transmitter shall display alarms and metering both locally and remotely
  - 5.2. Transmitter shall provide the following interfaces for remote control
    - 5.2.1. 0-5 VDC
      - 5.2.1.1. voltage
      - 5.2.1.2. current
      - 5.2.1.3. power output
      - 5.2.1.4. reflected power output
    - 5.2.2. Contact closure
      - 5.2.2.1. transmitter on
      - 5.2.2.2. transmitter off
      - 5.2.2.3. transmitter fault
    - 5.2.3. Control by contact closure
      - 5.2.3.1. RF on
      - 5.2.3.2. RF off
      - 5.2.3.3. Low Power
      - 5.2.3.4. Fault Reset
- 6. Start up**
- 6.1. transmitter shall be capable of operation within 20 seconds of application of AC voltage
- 7. Options**
- 7.1. The following options will not be part of the winning bid decision making. The options may or may not be purchased singularly or in total.
  - 7.2 Redundant Exciter
  - 7.3 Spare parts kit
    - 7.3.1 Kit shall include at minimum:
      - 7.3.1.1 Fuse kit with all fuses of the correct rating for each fuse in the transmitter
      - 7.3.1.2 Spare amplifier module- this can be a sub assembly which is installed in a heat sink carrier frame

- 7.3.1.2.1 If IPA modules are not identical and interchangeable with the PA modules then IPA modules will be provided
- 7.3.2 Other parts recommended by the manufacturer shall be listed separately

## **8 Warranty**

- 8.1 All products shall be warranted for a period of at least one year.
- 8.2 Bidders should state their warranty policy.

## **9 Support**

- 9.1 Vendor should provide toll-free phone support for all items for a minimum of five years.

## **10. Shipping and delivery**

- 10.1 Shipping charges shall be included in the equipment price and FOB destination receiving facility in Beaver, WV.
- 10.2 The receiving facility shall be WSWP-TV studios:  
WV Educational Broadcasting Authority  
124 Industrial Park Road  
Beaver, WV 25813  
Attn: Jeremy Scott  
304-254-7840

## **11. Invoicing**

- 11.1 Invoices shall be itemized
- 11.2 Invoice shall be sent to:  
Tammy Treadway  
WV Educational Broadcasting Authority  
PO Box 9004  
Beckley, WV 25802-9004  
304-254-7840

## EBA344 Pricing Page 10 KW FM Radio Transmitter

Shipping Cost shall be included in equipment costs.

Item	Description	Price
1	10 KW 88.5 MHz FM analog Transmitter	\$ _____
<b>TOTAL</b>		<b>\$ _____</b>

### OPTIONS

The following options will not be part of the winning bid decision making. The options may or may not be purchased singularly or in total.

<u>Item</u>	<u>Description</u>	<u>Price</u>
	Redundant Exciter	\$ _____
	Spare parts kit	\$ _____

Other parts recommended by the manufacturer shall be listed separately

Manufacturer suggestion #1	\$ _____
Manufacturer suggestion #2	\$ _____
Manufacturer suggestion #3	\$ _____
Manufacturer suggestion #4	\$ _____
Manufacturer suggestion #5	\$ _____

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<b>Signature of Vendor Representative submitting bid</b>	<b>Date</b>
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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 exceed 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.