



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
 FOR11009

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF FORESTRY
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/13/2011				

BID OPENING DATE: 05/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		939-72		
RADIO EQUIPMENT MAINTENANCE AND REPAIR THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF FORESTRY, IS SOLICITING BIDS FOR THE UPGRADE OF MOTOROLA REPEATERS AND CONTROL STATIONS TO P25 COMPLIANCE PER THE ATTACHED SPECIFICATIONS. ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/26/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE. EXHIBIT 10 REQUISITION NO.: FOR11009 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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 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).



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
 FOR11009

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF FORESTRY
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/13/2011				

BID OPENING DATE: 05/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
FOR11009

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF FORESTRY
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/13/2011				

BID OPENING DATE: 05/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: FOR11009</p> <p>BID OPENING DATE: 05/19/20</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p>						

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

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
FOR11009

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

DIVISION OF FORESTRY
 VARIOUS LOCALES AS INDICATED
 BY ORDER

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/13/2011				

BID OPENING DATE: 05/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ FOR11009 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

FOR11009
Bid Specifications for P25 Compliance Upgrade
West Virginia Division of Forestry

The West Virginia Division of Forestry (WVDOF) wishes to update its repeater system to P25 compliance to meet new FCC regulations, and to bring each repeater or control station to like-new performance.

The WVDOF owns twenty-one (21) radio repeaters and six (6) control stations as part of its repeater system. The current equipment being utilized is Motorola Quantar T-5365A. The repeaters and control stations are on a variety of state-owned and state-leased sites. The WVDOF considers the tower to be part of the repeater system.

The WVDOF utilizes P25 compliant Bendix King DPH hand held radios and Bendix King DMH mobile units with this repeater system. Compatibility with these radios and units must be maintained.

The WVDOF believes all existing repeaters and control stations have a wireline card included with the equipment. A list of repeaters and control stations and their locations is included in Attachment B; a map of the repeaters and control stations by District is included in Attachment C.

In fulfillment of this purchase order, the successful Vendor will be responsible for:

- Visiting each site to collect initial necessary data for the upgrade;
- Relaying this data to Motorola engineers to develop the update program for each radio;
- Installing the program at each site;
- Installing any hardware necessary;
- Replacing any components damaged by age, vermin, wear, weather, etc.;
- And testing to ensure complete compatibility and operability.

Completion of this purchase order will be determined by complete compatibility and operability of the repeater system as tested by WVDOF personnel.

The WVDOF reserves the right to make a split award for this Purchase Order. Upgrades of repeaters and control stations in each District will be awarded to the Vendor submitting the lowest bid for the District. Vendors may be awarded a Purchase Order for multiple Districts, based on the low bid for each District. Districts will not be split.

Vendors should submit a job cost bid for an entire District on Attachment A. The bid should include: Any programming or engineering costs charged by Motorola; additional required hardware, such as phone line remote units; replacement components; training of agency personnel in basic diagnostics of the equipment; and labor and travel costs to the repeaters and control stations in the District. No separate reimbursement will be made to the Vendor for travel, training, or other expenses.

In the unlikely event that a WVDOF repeater or control station does not contain a wireline card as noted above, the Vendor should include the cost to supply the necessary wireline card. This cost must include the cost of the wireline card and the labor to install, configure, and test the wireline card. No separate reimbursement will be made to the Vendor for travel, training, or other expenses. The cost of the wireline card will not be

used to determine the low bid for a District. The WVDOF reserves the right to procure the wireline card, including installation, configuration, and testing, outside of this Purchase Order if it is determined to be in the best interests of the WVDOF.

The WVDOF is also exploring the option of converting the French Creek control station (District 3) to act as both a control station and a repeater. The Vendor should include the cost to complete this conversion. This cost must include the cost of any necessary equipment and the labor to install, configure, and test the equipment. No separate reimbursement will be made to the Vendor for travel, training, or other expenses. The cost of the conversion will not be used to determine the low bid for District 3. The WVDOF reserves the right to complete this conversion outside of this Purchase Order if it is determined to be in the best interests of the WVDOF.

The Vendor must coordinate with WVDOF personnel on timing of site visits, installations, and testing to minimize the impact on agency duties.

Regardless of Purchase Order dates, all work should be completed by June 30, 2012, to meet FCC regulations and capture federal funding for this project.

CONFIDENTIAL INFORMATION

The WVDOF may grant Vendor and its employee's specific access to WVDOF's physical facilities, its computer network, systems/applications, and equipment and its information in various oral, written, or electronic forms as required for implementation of Purchase Order. All information disclosed or provided by the WVDOF will be considered to be Confidential Information regardless of whether it was provided before or after the date of this Purchase Order or how it was provided. Confidential Information will not include information that:

- Is generally known about the WVDOF and West Virginia State Government;
- Is now or subsequently becomes generally available to the public through no wrongful act of the Vendor;
- The Vendor rightfully had in its possession prior to the disclosure to the Vendor by the WVDOF;
- Is independently created by the Vendor without direct or indirect use of the Confidential Information; or
- The Vendor rightfully obtains from a third party who has the right to transfer or disclose it.

The Vendor may only disclose the WVDOF's Confidential Information to its employees and agents that have a need to know in relation to work they are performing under this Purchase Order.

The Vendor will access the WVDOF's and State of West Virginia's governmental facilities, computer network, systems/applications, equipment, and information only after requesting and being granted permission. Vendor must request permission from WVDOF personnel. Upon receiving permission, Vendor will be instructed as to the limitations of the approved access and Vendor will not exceed those limitations.

Vendor will only use the information and physical or network accesses approved by the WVDOF to perform the required services.

Vendor will limit access to the WVDOF's Confidential Information, computer network, systems/applications, and equipment to only those of its employees or agents that are directly involved in performing work under this Purchase Order. Vendor will inform those employees and agents of their responsibility to not disclose the information and to protect the permitted accesses from unauthorized use, and will take all necessary steps to ensure that the terms of this Purchase Order are not violated by such personnel.

Vendor will keep track of Confidential Information, computer network, systems/applications, and equipment to which it has been granted access. The WVDOF may at any time request the return of any or all Confidential Information or revoke access permissions. Upon completion and acceptance of all work or upon completion or termination of Purchase Order, Vendor must relinquish all Confidential Information and access to computer networks, systems/applications, and equipment of the WVDOF.

If Vendor loses or makes unauthorized disclosure of the WVDOF's Confidential Information, Vendor will immediately notify the WVDOF's Privacy Officer and will take all necessary steps to retrieve the lost or improperly disclosed information. Likewise, if Vendor discovers that their access to the WVDOF's computer network, systems/applications, and equipment has been used by any unauthorized individual or entity, Vendor will immediately notify the WVDOF's Privacy Officer and will take all reasonable and necessary steps to terminate the unauthorized access.

WVDOF reserves the right to initiate termination of the Purchase Order for unacceptable performance according to specifications, untimely delivery times on product, or lack of technical support.

**FOR11009
ATTACHMENT A (PAGE 1 OF 2)
COST SUMMARY**

On this Attachment, the Vendor should submit a job cost bid for each District on which they wish to bid. The bid price should include: Any programming or engineering costs charged by Motorola; additional required hardware, such as phone line remote units; replacement components; training of agency personnel in basic diagnostics of the equipment; and labor and travel costs to the repeaters and control stations in the District. No separate reimbursement will be made to the Vendor for travel, training, or other expenses, with the exception of the noted wireline card.

DISTRICT 1

Includes: Moundsville and Caddell Mountain repeaters and Idamay control station

DISTRICT 1 JOB COST \$ _____

DISTRICT 2

Includes: Cacapon Mountain, Skyline, Nathaniel Mountain, and North Mountain repeaters and Romney control station

DISTRICT 2 JOB COST \$ _____

DISTRICT 3

Includes: Stuart Knob, Cottle Knob, and Point Mountain repeaters and French Creek control station

DISTRICT 3 JOB COST \$ _____

DISTRICT 4

Includes: Gauley Mountain, Ivy Knob, Keeney Knob, Windmill Gap, and Bolt Mountain repeaters and Tams control station

DISTRICT 4 JOB COST \$ _____

DISTRICT 5

Includes: Bee Mountain, Gartin Knob, and Mingo Mountain repeaters and Barker Ridge control station

DISTRICT 5 JOB COST \$ _____

DISTRICT 6

Includes: Salem Hill, Glenville, Chestnut Ridge, and Spencer repeaters and Sandhill control station

DISTRICT 6 JOB COST \$ _____

**FOR11009
ATTACHMENT A (PAGE 2 OF 2)
COST SUMMARY**

OPTIONAL ITEMS

The following items are options and may be included in the Purchase Order if it is determined to be in the best interests of the WVDOF:

WIRELINE CARD

Cost of the wireline card and the labor to install, configure, and test the wireline card. The cost of the wireline will not be used to determine the low bid for a District.

WIRELINE CARD COST \$ _____

FRENCH CREEK CONTROL STATION CONVERSION

Cost of the conversion of the French Creek control station (District 3) to act as both a control station and a repeater. This cost must include the cost of any necessary equipment and the labor to install, configure, and test the equipment.

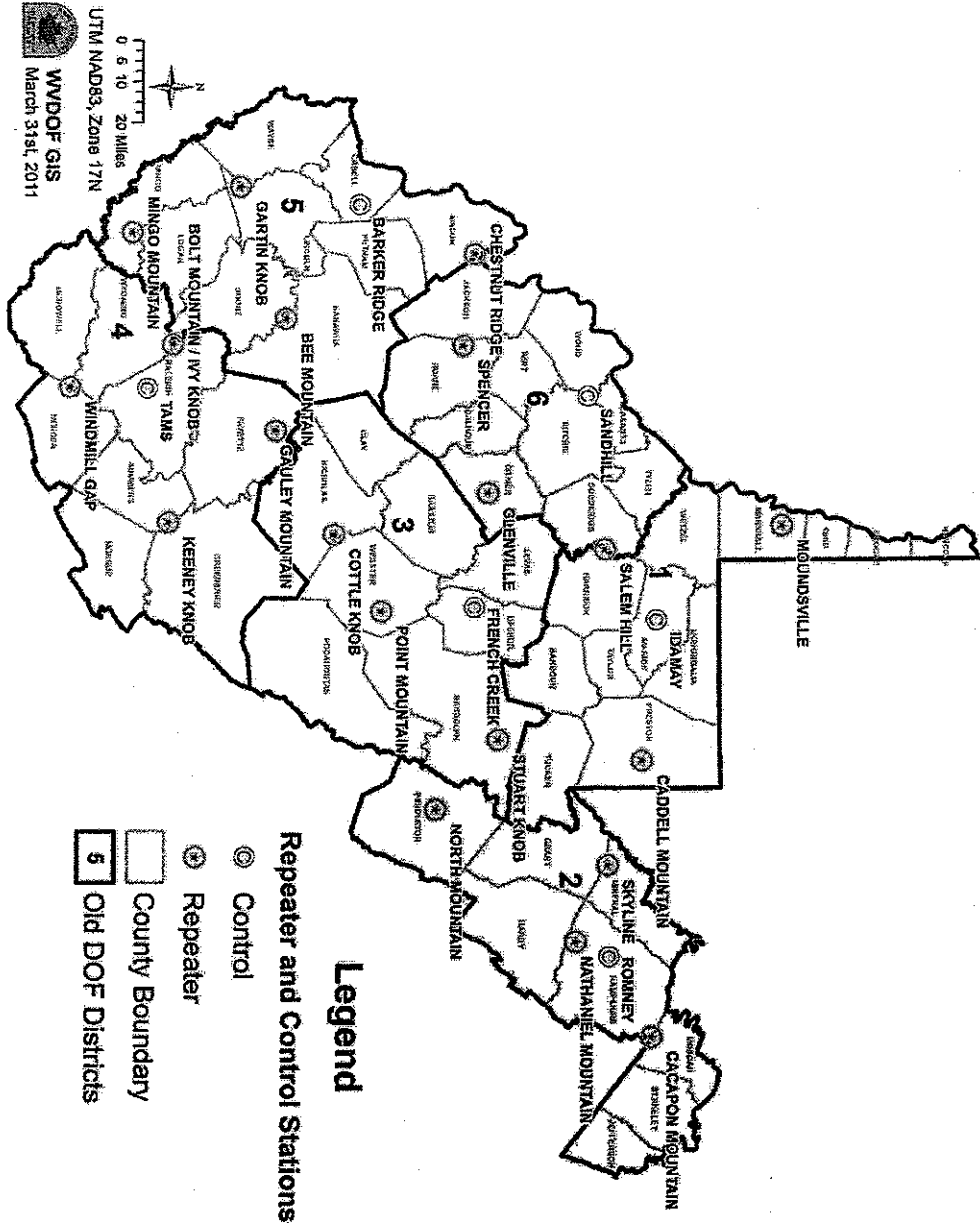
FRENCH CREEK CONTROL STATION CONVERSION COST \$ _____

FOR11009
ATTACHMENT B

REPEATER	CITY	MANU	MAKE	MODEL#	SERIAL#	UTM LOCATION	TOWER OWNER
						ZONE E/W	N/S
MOUNTAINVILLE	REPEATER MOUNTAINVILLE	MOTOROLA	QUANTAR	T-5365A	448CWT008	17 527715	4421610 WV STATE POLICE
UDAMAY	CONTROL FAIRMONT	MOTOROLA	QUANTAR	T-5365A	448CWT0012	17 564616	4372486 MARION COUNTY COMMISSION
CADDELL MOUNTAIN	REPEATER KINGWOOD	MOTOROLA	QUANTAR	T-5365A	448CWT0008	17 619858	4387025 WVDOR/WVDNR
ROMNEY	CONTROL ROMNEY	MOTOROLA	QUANTAR	T-5365A	448CWX0080	17 696699	4354233 WVDOR/WV STATE POLICE
CACAPON MOUNTAIN	REPEATER GREAT CACAPON	MOTOROLA	QUANTAR	T-5365A	448CWX0040	17 728203	4371036 WVDNR
SKYLINE	REPEATER SKYLINE	MOTOROLA	QUANTAR	T-5365A	509CM4888	17 660858	4353728 WVDOR
NATHANIEL MOUNTAIN	REPEATER ROMNEY	MOTOROLA	QUANTAR	T-5365A	448CWX0041	17 690797	4341195 WVDOR
NORTH MOUNTAIN	REPEATER FRANKLIN	MOTOROLA	QUANTAR	T-5365A	448CWX0039	17 638941	4285991 WVDOR
STUART KNOB	REPEATER ECKINS	MOTOROLA	QUANTAR	T-5365A	448CWT0107	17 611731	4310652 WVDOR/USDAFS
FRENCH CREEK	CONTROL FRENCH CREEK	MOTOROLA	QUANTAR	T-5365A	448CWX0082	17 559814	4301183 WVDNR
COTTE KNOB	REPEATER CRAIGESVILLE	MOTOROLA	QUANTAR	T-5365A	448CWT0009	17 530808	4245806 WVDOR
POINT MOUNTAIN	REPEATER WEBSTER SPRINGS	MOTOROLA	QUANTAR	T-5365A	448CWX0017	17 561073	4266989 WVDOR
GALLEY MOUNTAIN	REPEATER ANSTD	MOTOROLA	QUANTAR	T-5365A	448CWT0014	17 490047	4222961 TWO WAY RADIO
IVY KNOB *	REPEATER BOLT	MOTOROLA	QUANTAR	T-5365A	448CWX0017	17 456156	4182376 WVDOR
TAMS	CONTROL BECKLEY	MOTOROLA	QUANTAR	T-5365A	448CWT0011	17 473427	4172385 WVDOR
KENNEY KNOB	REPEATER ALDERSON	MOTOROLA	QUANTAR	T-5365A	448CWT0107	17 525960	4180736 WVDOR
WINDMILL GAP	REPEATER BECKLEY	MOTOROLA	QUANTAR	T-5365A	448CWT0015	17 472874	4141847 WVDOR
BOLT MOUNTAIN *	REPEATER BOLT	MOTOROLA	QUANTAR	T-5365A	448EBB0092	17 456156	4182376 WVDOR
BARKER RIDGE	CONTROL MILTON	MOTOROLA	QUANTAR	T-5365A	448CWT0016	17 401603	4255423 PEGASIS TOWER/F&L ELECTRONICS
BEE MOUNTAIN	REPEATER HENRSHAW	MOTOROLA	QUANTAR	T-5365A	448CWX0052	17 446157	4226694 WV STATE POLICE
GARTIN KNOB	REPEATER HARTS	MOTOROLA	QUANTAR	T-5365A	448CWX0056	17 391330	4209981 WVDOR
MANGO MOUNTAIN	REPEATER GILBERT	MOTOROLA	QUANTAR	T-5365A	448CWX0067	17 412331	4166203 POCAHONTAS LAND
SANDHILL	CONTROL VOLCANO	MOTOROLA	QUANTAR	T-5365A	448CWX0081	17 476804	4345239 LLOYDS ELECTRONICS
SALEM HILL	REPEATER SALEM	MOTOROLA	QUANTAR	T-5365A	448CWT0019	17 536960	4352308 LLOYDS ELECTRONICS
GLENVILLE	REPEATER GLENVILLE	MOTOROLA	QUANTAR	T-5365A	448CE00087	17 514767	4306340 LLOYDS ELECTRONICS
CHESTNUT RIDGE	REPEATER MT ALTO	MOTOROLA	QUANTAR	T-5365A	448CWT0106	17 421019	4300987 WVDOR
SPENCER	REPEATER MT ZION	MOTOROLA	QUANTAR	T-5365A	448CWT0106	17 456270	4296997 WV STATE POLICE

IVY KNOB AND BOLT MOUNTAIN ARE LOCATED AT THE SAME LOCATION.

FOR11009
ATTACHMENT C



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.

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 _____