



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	FOB	FREIGHT TERMS
06/01/2011				

BID OPENING DATE: 06/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO:		
				1) REPLACE THE ORIGINAL SPECIFICATIONS AND PRICING PAGES WITH THE ATTACHED REVISED SPECIFICATION AND PRICING PAGES.		
				2) EXTEND THE DEADLINE FOR TECHNICAL QUESTIONS TO 06/08/2011 @ 4:00 PM. ALL TECHNICAL QUESTIONS MUST BE DIRECTED TO KRISTA FERRELL IN THE WV PURCHASING DIVISION VIA EMAIL OR FAX AT: KRISTA.S.FERRELL@WV.GOV OR FAX AT 304-558-4115. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.		
				3) EXTEND THE BID OPENING DATE AND TIME TO: 06/22/2011 AT 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	LS		939-72		
				RADIO EQUIPMENT MAINTENANCE AND REPAIR		

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).

FOR11009
Bid Specifications for Narrow-band Compliance Upgrade
West Virginia Division of Forestry

The West Virginia Division of Forestry (WVDOF) wishes to update its repeater system to narrow-band compliance to meet new FCC regulations. The WVDOF also wishes to have an inventory of physical needs required to bring each repeater or control station to like-new performance. The WVDOF is NOT considering P25 compliance with this bid request.

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 X5102X hand held radios and Bendix King DMH 5992X 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:

- Upgrading repeater and control station software to narrow-band compliance;
- Performing any necessary calibration;
- Preparing a report of physical needs for each site for repair or replacement of any components damaged by age, vermin, wear, weather, etc.;
- Providing firmware and module identification;
- Testing to ensure complete compatibility and operability.

Completion of this Purchase Order will be determined by complete compatibility and operability of the repeater system in narrow-band operation as tested by WVDOF personnel, as well as submission of the report of physical needs to the state project manager.

The inventory of physical needs for each site shall be a visual or electronic inspection, and should include items such as, but not limited to, approximate length and type of cable in need of replacement and any other components in need of repair or replacement which may be necessary to bring the repeater to like-new performance, as well as any modifications recommended for enhanced operation and extended life of the repeater.

The firmware and module identification information should include the station control board module ID, the wireline board module ID, station (backplane) ID, station control firmware version, wireline firmware version, exciter firmware version, codeplug version, exciter hardware version, UHSO hardware version, and presence of SIMM module in P651 (Y/N).

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: Cost of the software upgrade; training of agency personnel in basic diagnostics of the equipment; cost of the report of physical needs; 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.

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 the WVDOF state project manager or his designee 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: Cost of the software upgrade; training of agency personnel in basic diagnostics of the equipment; cost of the report of physical needs; 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 optional French Creek control station conversion.

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, Garfin 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 ITEM

The following item is an option and may be included in the Purchase Order if it is determined to be in the best interests of the WVDOF:

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 \$ _____

