



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
7012C007

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2011				

BID OPENING DATE: 09/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
C001		EA		725-12		
ANTENNAS, RADIO REQUEST FOR QUOTATION THE WEST VIRGINIA STATE DIVISION OF PURCHASING FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR LOW BAND DASH MOUNTED RADIOS PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 804-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. ATTACHED FIND A WORD DOCUMENT FOR SUBMITTING TECHNICAL QUESTIONS. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/23/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. 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. NOTICE						

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).



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BID OPENING DATE: 09/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: PAUL REYNOLDS FILE 33</p> <p>RFQ. NO.: 7012C007</p> <p>BID OPENING DATE: 09/28/2011</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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WEST VIRGINIA DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS FOR MOBILE RADIOS

NO. S. E. 650-002

LOW BAND DASH MOUNT MOBILE RADIOS

1.0 Purpose

It is the purpose of these specifications to describe Low Band dash mount mobile radio's (hereinafter referred to as "units) to be purchased for use by the West Virginia Division of Highways; to define the provisions to be contained in proposals for the sale of said units to the division; establish a schedule for delivery and the criteria for gauging the compliance of the bidder, his proposal and his unit to these specifications.

2.0 Bidders Compliance Report

Each proposal submitted should be accompanied by a Bidders Compliance report completed in detail and signed by bidder. Failure to submit this report, completed entirely, may subject the bidder to automatic disqualification.

3.0 Representative unit for test

3.1 The successful bidder shall furnish the West Virginia Department of Transportation, Division of Highways one (1) representative unit, to be tested and evaluated by the Department. Unit must be set up on 47.28 MHZ. as the test frequency with a subtone of 71.9 Hz. The radio must be pre-tested and operational on delivery. Time period for testing and evaluation to be seven (7) calendar days following delivery of the unit. The Department shall incur no obligation for deterioration of surface, finishes, seals and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor shall it incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention are given by the Department and testing is done within the limits of the these specifications.

3.2 After testing of the representative unit, the Department may place an order for the units bid or may decline to order any units if determination has been made by the Department that the representative unit does not meet the functional, operational or any other needs of the Department.

- 4.0 Specifications and guidelines - General -The bidder shall identify the units by manufacturer model, series, and year of manufacture in his proposal so as to enable identification by the West Virginia Department of Highways in the manufacture's sales literature on the proposed units. The bidder should submit complete descriptive literature fully describing the proposed unit to establish that he is bidding on the manufacture's most current model.

All specifications including the word "shall" are considered mandatory and any bid failing to include the mandatory item will be cause for rejection.

5.0 Unspecified Accessories and Features

All parts and service manuals, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, shall be furnished with each unit and shall conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

All parts and accessories advertised and regularly supplied as standard are to be included, except those which would represent duplication of these specified, and except those which, by specification are not to be furnished. All standard safety features required by federal and state law shall be included.

6.0 Manufacturer's Warranty and Service Policy

The manufacture's standard warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer representing manufacturer of proposed unit throughout the State of West Virginia. It shall be the responsibility of the bidder to provide labor to repair or replace any defective replacement parts, components and materials found to be defective and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The Units shall be accompanied upon delivery by the manufacture's properly execute warranty or service policy.

7.0 Delivery

- 7.1 Delivery point of the completely assembled units shall be the West Virginia Division of Highways, Equipment Division, at Buckhannon, WV located on U.S. Route # 33 at Brushy Fork Road.

- 7.2 Delivery 90 days after order.

8.0 General Specifications

All units shall conform to the following minimum specifications.

8.1 Number of Channels : 32 Minimum

8.2 Frequency Spread: 36.0 to 50.0 MHz

8.3 Main body must not weigh more than 3.75 pounds.

8.4 Controls: Shall have front microphone/program jack.

Shall have a minimum of 8 character alphanumeric display. Must have front mounted internal speaker. Must have controls for scan, monitor, channel delete/add and channel select. Shall have capability for user addition of a talk-around button with programmable offset. Unit shall provide a means of memory backup to allow operation on the ignition switch without loss of selected channel.

8.5 Programming:

Shall be programmable by PC, under Windows NT, 2000, XP, software must be provided. Twelve (12) interface cables for PC shall be supplied. Successful bidder shall deliver units programmed to channels, frequencies and other programmable options as designated upon order or award of purchase order.

8.6 Receiver Specifications :

Sensitivity @ 12db EIA SINAD : .25uv or better
Selectivity : -75db or better
Intermodulation : -70db or better
Spurious Rejection : -70db or better
Frequency Spread : 12.0 MHz or better
Audio Output : 10 watts at 5% distortion

8.7 Transmitter Specification :

Output power : 65 watts or greater
Frequency Stability : . +/- 0.0005%
Spurious & Harmonics -62db or better
FM Noise : -45db or better
Audio Distortion : less than 3%
Frequency Separation : 12.0MHZ or better

DIVISION OF HIGHWAYS
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
EQUIPMENT DIVISION

BIDDERS COMPLIANCE REPORT

PROCUREMENT SPECIFICATIONS FOR MOBILE RADIOS

NO. S. E. 650-002

LOW BAND DASH MOUNT MOBILE RADIOS

NOTE TO BIDDER: Procurement Specifications No. S.E.650-002, Paragraph 2.0 recommends the completion and submittal of this report with your proposal. Purpose of this report is to enable the West Virginia Division of Highways Equipment Division Communications Review to make full and fair evaluation of the bid proposal. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

SPECIFICATIONS - GENERAL

Reference Requisition No. On request for proposal:

Bidder's Name: _____

Address: _____

Telephone Number: _____

Years Company has been registered to do business with the State of West Virginia: ___ YEARS

Manufacturer, model, series, and date of manufacture of proposed unit:

Is descriptive literature, fully describing proposed unit, attached to your proposal? _____

If not, why? _____

Bid price per unit:

\$ _____ X _____ = _____ TOTAL BID

5.1 Will required number of operating and service manuals and complete parts lists be delivered with the selected unit? _____ YES _____ NO

6.0 WARRANTY

Define the terms of manufacturer' s standard warranty. If not offered, so state. Attach copy if available.

6.1 Define warranty service to be performed at manufacturer's representative facility. List names and locations of manufacturer' s representative.

6.2 List locations for parts inventories that are within the State of West Virginia. Also list availability of levels if known.

7.2 Will deliver of ordered units be completed within 90 days of order? _____ YES _____ NO

- 8.0 SPECIFICATIONS OF THE QUOTED UNIT: the bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder take exception to any of the specifications, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications..

Manufacturer: _____

Model: _____

Year model: _____

- 8.1 Does unit have a minimum of 32 channels ? YES NO
- 8.2 Does unit have 42.0 to 50.0 Mhz frequency spread and include 47 MHZ. range ? YES NO
- 8.3 Does unit have Front Microphone/Program Jack? YES NO
- 8.3.1 Minimum of 8 character alpha numeric display? YES NO
- 8.3.2 Scan, monitor, channel add/delete and select? YES NO
- 8.3.3 Does unit have capability for user addition of talk around button with programmable transmit offset? YES NO
- 8.3.4 Does unit have long term memory backup to allow operation on the ignition switch without loss of selected channel ? YES NO
- 8.3.5 Does unit include accessories or kit to enable it to be turned on and/or off with the vehicle ignition switch? YES NO
- 8.4 Is the unit programmable by PC for Windows NT, 2000, and XP and is the necessary 12 copies of programmable software provided ? YES NO

- 8.5.1 Is Sensitivity @ 12db EIA SINAD : .3uv or better ? YES NO
- 8.5.2 Is Selectivity : -75db or better ? YES NO
- 8.5.3 Is Intermodulation : -70db or better ? YES NO
- 8.5.4 Is Spurious Rejection : -70db or better ? YES NO
- 8.5.6 Is Audio Output : 10 watts external at 5% distortion? YES NO
- 8.6.1 Is output power: 65 watts or greater ? YES NO
- 8.6.2 Is Frequency Stability : +/- 0.0005%? YES NO
- 8.6.3 Is Spurious & Harmonics -62db or better ? YES NO
- 8.6.4 Is FM Noise : -45db or better ? YES NO
- 8.6.5 Is audio Distortion : less than 3% ? YES NO

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 owned 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 _____

Please use this document for technical questions, posing in question format.

Technical Questions for RFQ: _____

Vendor Name: _____

Questions:

1. Specifications

2 Delivery

3 Invoicing

4 Award

Other:
