

SOLICITATION NUMBER: Addendum Number:

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Testforce US

Company

Rob Barden - Vice President

Authorized Signature

August 8, 2023

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

Addendum 1
ARFQ 0606 HSE2400000001
Viavi 8800SX Digital Radio Test Set or Equal

Vendor Questions and Agency Responses:

1. Comments: The 8800SX is a Digital Radio Test Set where many of the function offered are either “standard” (provided in the base instrument as a standard feature) or “options” where specific functions are enabled with software options that are separate from the base instrument feature set. Options are added to configure the instrument to perform specific functions at an additional cost to the base instrument. Some of the options require other options as a prerequisite to allow that feature to be enabled.

In addition, the 8800SX also has hardware accessories included with the base instrument, but also accessories that are not part of the base instrument, but provide additional functionality when purchased separately. For example, the 8800 Precision DTF / VSWR Accessory Kit part number 114348 provides an RF Bridge and Splitter to allows for precision Distance to Fault (DTF) and Vertical Standing Wave Ratio measurements to be performed.

While the instrument in and of itself has the capability to perform a specific function, only when the option is enabled would that specific function be available for use (applies only to functions that are not part of the standard features). In addition, specific accessories add further functionality to the base instrument when used with corresponding standard or optional functions.

Section 3.1 contains reference to both standard capabilities and optional capabilities. We would request further clarification as to what options would be required to meet the requirements of this RFQ. Below is a review of each section where clarification is requested.

Section 3.1.1 sub items contain references to both standard and optional functions.

Sections 3.1.1.1 to 3.1.1.6 are standard functions provided with the base instrument.

Section 3.1.1.7 “Shall have a Tracking Generator” requires the option 113339 - 8800OPT10 Tracking Generator. **Please confirm that option 113339 is required.**

A. Option 113339 is Required

Section 3.1.1.8 “Test Set shall be capable of performing RF cable fault location”. The instrument can perform cable fault location with just the Tracking Generator mentioned above, however precision RF cable fault location requires the accessory “114348 - 8800 Precision DTF / VSWR Accessory Kit”. **Please confirm that accessory 114348 - 8800 Precision DTF / VSWR Accessory Kit is required.**

A. Accessory 114348 – 8800 Precision DTF / VSWR Accessory Kit is required.

Sections 3.1.1.9 to 3.1.1.17 are standard functions provided with the base instrument.

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Sections 3.1.1.18 and subsequent subsections require options to meet these requirements. These options are for automated testing and alignment of specific OEM radios or radio families. Per the Viavi price list, the options required would be as follows:

- 113337 - 8800OPT04 P25 Conventional
- 138895 - 8800OPT05 P25 Phase II; Requires 8800OPT04 P25 Conventional as a prerequisite
- 139315 - 8800OPT105 Motorola ASTRO 25 Series Auto-Test and Align; Requires 8800OPT04 P25 Conventional as a prerequisite
- 138527 - 8800OPT103 Motorola APX Series Auto-Test and Align; Requires 8800OPT04 P25 Conventional as a prerequisite
- 140868 - 8800OPT128 Motorola APX8000 Auto-Test and Align; Requires 8800OPT103 Motorola APX Series Auto-Test and Align as a prerequisite
- 140900 - 8800OPT129 Motorola APX B Series Auto-Test and Align; Requires 8800OPT103 Motorola APX Series Auto-Test and Align as a prerequisite
- 8800OPT130 - Motorola APX NEXT Series Auto-Test and Align; Requires 8800OPT103 Motorola APX Series Auto-Test and Align as a prerequisite
- 138526 - 8800OPT102 Kenwood P25 Series Auto-Test and Align; Requires 8800OPT04 P25 Conventional as a prerequisite
- 141178 - 8800OPT107 Kenwood NX-3000 / 5000 Series Auto-Test and Align; Requires 8800OPT04 P25 Conventional as a prerequisite
- 139320 - 8800OPT115 EF Johnson Viking Series Auto-Test and Align; Requires 8800OPT04 P25 Conventional as a prerequisite
- 139317 - 8800OPT111 Harris P25 Series Auto-Test and Align; Requires 8800OPT04 P25 Conventional as a prerequisite
- 141180 - 8800OPT117 Harris XL Series Auto-Test and Align; Requires 8800OPT04 P25 Conventional as a prerequisite
- 139319 - 8800OPT114 BK KNG Series Auto-Test and Align; Requires 8800OPT04 P25 Conventional as a prerequisite
- 139318 - 8800OPT112 Tait P25 Series Auto-Test; Requires 8800OPT04 P25 Conventional as a prerequisite

These capabilities refer to OEM radios that specifically related to the P25 Phase 1 and Phase 2 technical standard. **Please confirm if all the above options are required or if only some of the above are required.**

A. All of the above options are required.

Sections 3.1.2 to 3.1.13 are standard functions provided with the base instrument.

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Section 3.1.14 “RF Generator Modulation” sub items contain references to both standard and optional functions.

Sections 3.1.14.1.1 is a standard function provided with the base instrument.

Section 3.1.14.1.2 references multiple digital radios technologies that include P25 Phase 1 and Phase 2 (C4FM, H-CPM, H- DQPSK), as required in section 3.1.1.18, but also requires non-P25 technology options specifically:

- 113334 - 8800OPT01 DMR
- 113335 - 8800OPT02 dPMR
- 113338 - 8800OPT09 ARIB-T98 (a Japanese technical standard)
- 113336 - 8800OPT03 NXDN
- 113343 - 8800OPT14 PTC (a technical standard used by the railroads called Positive Train Control – or PTC)

Please confirm if any of these options are required.

A. All of these Options are required.

Sections 3.1.14.1.3 to 3.1.14.1.8 are standard functions provided with the base instrument.

Sections 3.1.15 to 3.1.25 are standard functions provided with the base instrument.

Section 3.1.26 “Receiver Demodulation Types” sub items contain references to both standard and optional functions.

Section 3.1.26.1 references multiple digital radios technologies that include P25 Phase 1 and Phase 2 (C4FM, H-CPM, H- DQPSK), as required in section 3.1.1.18, but also requires non-P25 technology options specifically:

- 113334 - 8800OPT01 DMR
- 113335 - 8800OPT02 dPMR
- 113338 - 8800OPT09 ARIB-T98 (a Japanese technical standard)
- 113336 - 8800OPT03 NXDN
- 113343 - 8800OPT14 PTC (a technical standard used by the railroads called Positive Train Control – or PTC)

Please confirm if any of these options are required.

A. All of these options are required.

- Note that AM and FM are standard functions provided with the base instrument.

Sections 3.1.27 to 3.1.36 are standard functions provided with the base instrument.

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Section 3.1.37 "P25 Measurements" sub items contain references to optional functions, specifically:

- 113337 - 8800OPT04 P25 Conventional
- 138895 - 8800OPT05 P25 Phase II; Requires 8800OPT04 P25 Conventional as a prerequisite

As stated in section 3.1.1.18 above, please confirm if any of these options are required.

A. All options are required.

Section 3.1.38 "DMR Measurements" sub items contain references to optional functions, specifically:

- 113334 - 8800OPT01 DMR

As stated in section 3.1.14 above, please confirm if this option is required.

A. This option is required.

Sections 3.1.39 to 3.1.52 are standard functions provided with the base instrument.

Section 3.1.53 "Viavi 8800SX Options and Accessories or Equal" sub items contain references to both standard and optional functions/accessories.

Section 3.1.53.1 are standard hardware accessories provided with the base instrument.

Sections 3.1.53.2 and sub section 3.1.53.2.1 reference "Options shall include at a minimum" and "All available and developed options to include warranty options", where many of the available and developed options (49 in total) would dramatically increase the cost of the instrument if all available and developed options were included as part of our response to this RFQ. Clarification of the above questions would narrow the requirement to just those needed by the State of West Virginia.

In reference to the document "Final ARFQ 0606 HSE2400000001 1 WV ARFQ FORM.PDF"

Line items 2 to 7 reference a quantity of 50 each per line item. We understand this to be an estimated usage quantity, not the actual RFQ quantity at award. **Please confirm if this understanding is correct.**

A. A quantity of 50 is for bidding purposes only and not a guaranteed purchase quantity.

**Exhibit A - Pricing Page
ARFQ 0606 HSE2400000001**

Viavi 8800SX Digital Radio Test Set (Service Monitor) or Equal

Contract Item #	Description	Unit of Measure	Estimated Quantity*	Unit Price	Total Cost
3.1.1	Viavi 8800SX Digital Radio Test Set (Service Monitor) or Equal	Ea	1	\$73,288.32	\$73,288.32
3.1.53.1.1	Fuse, 5A, 32V, Mini Blade	Ea	50	\$2.00	\$100.00
3.1.53.1.2	AC Power Cord	Ea	50	\$18.24	\$912.00
3.1.53.1.3	Adapter, N (male) to BNC (female), Qty - 3 pack	Ea	50	\$41.28	\$2,064.00
3.1.53.1.4	Internal Battery	Ea	50	\$336.00	\$16,800.00
3.1.53.1.5	Power Supply	Ea	50	\$273.60	\$13,680.00
3.1.53.1.6	Front Cover	Ea	50	\$29.76	\$1,488.00
3.1.54	Extended Warranty	Ea	1	\$3,110.40	\$3,110.40
					\$111,442.72

Vendor must complete the Price Page in full as failure to complete the Pricing Page in its entirety will result in

Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.

**Estimated Quantities are for bidding purposes only.*

Bidder/Vendor Information:
Name: Testforce USA
Address: 4552 Sunbelt Drive, Addison, TX 75001
Phone No.: 972-980-9959 x7824
Fax No.: N/A
Email Address: rob.barden@testforce.com
Authorized Signature <i>Rob Barden</i> , Vice President

NOTES:

* Quantities are estimated for bid evaluation purposes only.

STATE OF WEST VIRGINIA
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Testforce USA

Authorized Signature: Rob Barden - Vice President Date: August 8, 2023

State of Texas

County of Dallas, to-wit:

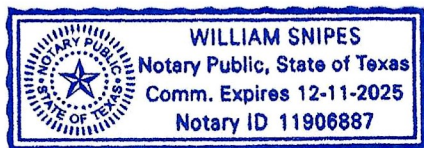
Taken, subscribed, and sworn to before me this 9th day of August, 2023.

My Commission expires December 11th, 2025.

AFFIX SEAL HERE

NOTARY PUBLIC

W. Snipes
Purchasing Affidavit (07/09/2021)



INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

--

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Agency.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

3A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:	Yes
BUYER:	Mickey Skeens
SOLICITATION NO.:	ARFQ 0606 HSE2400000001
BID OPENING DATE:	August 11, 2023
BID OPENING TIME:	10:30am EST
FAX NUMBER:	304-558-1426

4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

5. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

6. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

7. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

8. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

9. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

10. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

11. **NON-RESPONSIBLE:** The Director of Emergency Management Division reserves the right to reject the bid of any vendor as Non-Responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

12. **ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part.

13. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Emergency Management Division.

2.5. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on the date indicated on the awarded contract and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, and Attorney General's office.

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Agency prior to Contract award.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

7. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:
\$1,000,000.00 _____ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐ _____

☐ _____

☐ _____

☐ _____

8. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. **LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

10. **ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

11. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

12. **PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

13. **PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

14. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. CANCELLATION: The Agency reserves the right to cancel this Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

18. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

19. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>

29. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of the State of West Virginia and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

30. LICENSING: In accordance with applicable law, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

33. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

34. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

35. PURCHASING AFFIDAVIT: In accordance with West Virginia Code, the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

36. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

37. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

☐ Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency.

38. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Rob Barden, Vice President

(Name, Title)

Rob Barden Vice President

(Printed Name and Title)

4552 Sunbelt Drive, Addison, TX 75001

(Address)

Phone: 972-980-9959 x7824 / Fax: N/A

(Phone Number) / (Fax Number)

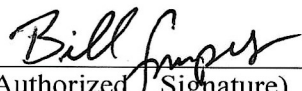
rob.barden@testforce.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Testforce USA

(Company)

 Bill Snipes VP of operations
(Authorized Signature) (Representative Name, Title)

Bill Snipes, Vice President

(Printed Name and Title of Authorized Representative)

August 8, 2023

(Date)

972-980-9959

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

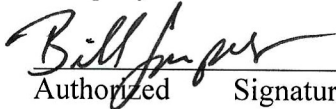
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Testforce USA

Company



Authorized

Signature

Bill Snipes, Vice President

August 8, 2023

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



State of West Virginia
Agency Request for Quote

Proc Folder: 1265517	Reason for Modification:
Doc Description: Viavi 8800SX Digital Radio Test Set or Equal	Addendum 1
Proc Type: Agency Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-03	2023-08-10 14:00	ARFQ 0606 HSE2400000001	2

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name : Testforce USA

Address : 4552

Street : Sunbelt Drive

City : Addison

State : Texas **Country :** United States **Zip :** 75001

Principal Contact : Rhonda Rashed, Technial Account Manager

Vendor Contact Phone: 972-980-9959 **Extension:** 7434

FOR INFORMATION CONTACT THE BUYER

Herbert Mickey Skeens
(304) 558-2350
herbert.m.skeens@wv.gov

Vendor *Rob Barden*
Signature X Vice President

FEIN# 32-0529718

DATE August 8, 2023

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Department of Homeland Security - Division of Administrative Services (DAS) is soliciting bids on behalf of West Virginia Emergency Management Division (EMD) to establish an open-end contract for Viavi 8800SX Digital Radio Test set (Service Monitor) or equal.

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		WV EMERGENCY MANAGEMENT DIVISION 160 JACOBSON DRIVE POCA WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1 - Viavi 8800SX Digital Radio Test Set or Equal	1.00000	EA	\$73,288.32	\$73,288.32

Comm Code	Manufacturer	Specification	Model #
52161511	Viavi Solutions		8800SX + Options

Extended Description:

See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		WV EMERGENCY MANAGEMENT DIVISION 160 JACOBSON DRIVE POCA WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.53.1.1 - Fuse, 5A, 32V, Mini Blade	50.00000	EA	\$2.00	\$100.00

Comm Code	Manufacturer	Specification	Model #
52161511	Viavi Solutions		P/N 56080

Extended Description:

See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston US		WV EMERGENCY MANAGEMENT DIVISION 160 JACOBSON DRIVE POCA US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.53.1.2 - AC Power Cord	50.00000	EA	\$18.24	\$912.00

Comm Code	Manufacturer	Specification	Model #
52161511	Viavi Solutions		P/N 27480

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston US		WV EMERGENCY MANAGEMENT DIVISION 160 JACOBSON DRIVE POCA US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.53.1.3 - Adapter, N (male) to BNC (female), Qty-3 pack	50.00000	EA	\$41.28	\$2,064.00

Comm Code	Manufacturer	Specification	Model #
52161511	Viavi Solutions		P/N 20327

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston US		WV EMERGENCY MANAGEMENT DIVISION 160 JACOBSON DRIVE POCA US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.53.1.4 - Internal Battery	50.00000	EA	\$336.00	\$16,800.00

Comm Code	Manufacturer	Specification	Model #
52161511	Viavi Solutions		P/N 67076

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston US		WV EMERGENCY MANAGEMENT DIVISION 160 JACOBSON DRIVE POCA US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.1.53.1.5 - Power Supply	50.00000	EA	\$273.60	\$13,680.00

Comm Code	Manufacturer	Specification	Model #
52161511	Viavi Solutions		P/N 67374

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston US		WV EMERGENCY MANAGEMENT DIVISION 160 JACOBSON DRIVE POCA US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.1.53.1.6 - Front Cover	50.00000	EA	\$29.76	\$1,488.00

Comm Code	Manufacturer	Specification	Model #
52161511	Viavi Solutions		P/N 141125

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston US		WV EMERGENCY MANAGEMENT DIVISION 160 JACOBSON DRIVE POCA US	
	WV		WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	3.1.54 - Extended Warranty	1.00000	EA	\$3,110.40	\$3,110.40

Comm Code	Manufacturer	Specification	Model #
52161511	Viavi Solutions		8800-5

Extended Description:
See Attached Specifications

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 2:00pm EST	2023-08-03

	Document Phase	Document Description	Page 6
HSE2400000001	Final	Viavi 8800SX Digital Radio Test Set or Equal	

TO: State of West Virginia
1124 Smith Street, 2nd Floor, Suite 2100
WV DHS - Division of Administrative Services
Charleston, West Virginia
United States, 25301

QUOTE #: Q28086
DATE: August 08, 2023
VALID UNTIL: September 07, 2023
PAYMENT TERMS: 100% NET 30 DAYS
CURRENCY: USD (TAXES NOT INCLUDED)
DEL. TERM: EXW
As per Testforce general terms and conditions TC0601

CONTACT: Herbert Mickey Skeens

TEL: 304-558-2350

EMAIL: herbert.m.skeens@wv.gov

REFERENCE: Solicitation #ARFQ 0606 HSE2400000001

#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	DELIVERY (ARO)
<u>Viavi Solutions Inc.</u>					
1	1	139942 139942;8800SX Radio Test Set with Internal Precision Power Meter	\$21,176.64	\$21,176.64	Stock-2 Weeks
2	1	113339 113339;8800OPT10 Tracking Generator	\$1,233.60	\$1,233.60	Stock-2 Weeks
3	1	114348 114348;8800 Precision DTF / VSWR Accessory Kit; Requires Opt10	\$3,176.64	\$3,176.64	Stock-2 Weeks
4	1	113337 113337;8800OPT04 P25 Conventional	\$2,472.00	\$2,472.00	Stock-2 Weeks
5	1	138895 138895;8800OPT05 P25 Phase II; Requires Opt04	\$2,472.00	\$2,472.00	Stock-2 Weeks
6	1	139315 139315;8800OPT105 Motorola ASTRO 25 Series Auto-Test and Align; Requires Opt04	\$2,913.60	\$2,913.60	Stock-2 Weeks
7	1	138527 138527;8800OPT103 Motorola APX Series Auto-Test and Align; Requires Opt04	\$2,802.24	\$2,802.24	Stock-2 Weeks
8	1	140868 140868;8800OPT128 Motorola APX8000 Auto-Test and Align; Requires Opt103	\$747.84	\$747.84	Stock-2 Weeks
9	1	140900 140900;8800OPT129 Motorola APX B Series Auto-Test and Align; Requires Opt103	\$747.84	\$747.84	Stock-2 Weeks
10	1	8800OPT130 8800OPT130;Motorola APX Next Series Auto-Test and Alignment; Requires OPT 103	\$1,775.04	\$1,775.04	Stock-2 Weeks
11	1	138526 138526;8800OPT102 Kenwood P25 Series Auto-Test and Align; Requires Opt04	\$2,802.24	\$2,802.24	Stock-2 Weeks
12	1	141178 141178;8800OPT107 Kenwood NX-3000 / 5000 Series Auto-Test and Align; See note	\$2,802.24	\$2,802.24	Stock-2 Weeks
13	1	139320 139320;8800OPT115 EF Johnson Viking Series Auto-Test and Align; Requires Opt04	\$2,802.24	\$2,802.24	Stock-2 Weeks

QUOTATION

Testforce USA
4552 Sunbelt Dr
Addison, Texas
75001-5131, United States
Tel: +1-972-980-9959 Fax:

#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	DELIVERY (ARO)
14	1	139317 139317;8800OPT111 Harris P25 Series Auto-Test and Align; Requires Opt04	\$2,802.24	\$2,802.24	Stock-2 Weeks
15	1	141180 141180;8800OPT117 Harris XL Series Auto-Test and Align; Requires Opt04	\$2,802.24	\$2,802.24	Stock-2 Weeks
16	1	139319 139319;8800OPT114 BK KNG Series Auto-Test and Align; Requires Opt04	\$2,802.24	\$2,802.24	Stock-2 Weeks
17	1	139318 139318;8800OPT112 Tait P25 Series Auto-Test; Requires Opt04	\$2,802.24	\$2,802.24	Stock-2 Weeks
18	1	113334 113334;8800OPT01 DMR	\$2,472.00	\$2,472.00	Stock-2 Weeks
19	1	113335 113335;8800OPT02 dPMR	\$2,472.00	\$2,472.00	Stock-2 Weeks
20	1	113338 113338;8800OPT09 ARIB-T98	\$2,472.00	\$2,472.00	Stock-2 Weeks
21	1	113336 113336;8800OPT03 NXDN	\$2,472.00	\$2,472.00	Stock-2 Weeks
22	1	113343 113343;8800OPT14 PTC	\$4,267.20	\$4,267.20	Stock-2 Weeks
23	50	56080 Fuse, 5A, 32V, Mini Blade for 8800SX	\$2.00	\$100.00	2-4 weeks
24	50	27480 27480;Power Cord; RT IEC Recpt Center Plug	\$18.24	\$912.00	2-4 weeks
25	50	20327 Conn;Adapter;50 Ohm; N Plug to BNC Jack; Straight;	\$41.28	\$2,064.00	2-4 weeks
26	50	67076 67076;AC27005 Battery; Spare; Internal	\$336.00	\$16,800.00	2-4 weeks
27	50	67374 67374;PURCH ASSY;Pwr Supply	\$273.60	\$13,680.00	2-4 weeks
28	50	141125 Front Cover for 8800SX	\$29.76	\$1,488.00	2-4 weeks
29	1	8800-5 8800-5;5 Yr Total HW Warranty + Standard Calibrations - SILVER-5 <u>Testforce USA</u> Please send PO to: ORDERS@US.TESTFORCE.COM Shipping To: State of West Virginia	\$3,110.40	\$3,110.40	Stock-2 Weeks

QUOTATION

Testforce USA
4552 Sunbelt Dr
Addison, Texas
75001-5131, United States
Tel: +1-972-980-9959 Fax:

#	QTY	DESCRIPTION	UNIT PRICE	TOTAL	DELIVERY (ARO)
		160 Jacobson Drive Emergency Management Division Poca, West Virginia 25159			
TOTAL				\$111,442.72	

*Please add Testforce USA to your list of approved vendors.
Shipping Charges Extra
STOCK SUBJECT TO AVAILABILITY AT TIME OF ORDER
Testforce USA is a small business.*

Quotation submitted by:

Account Support
Sarah Armstrong
sarah.armstrong@testforce.com
888-880-6804 Ext 7425

Technical Account Manager
Rhonda Rashed
Rhonda.rashed@testforce.com
1-972-980-9959 X 7434