

Metro 911 of Kanawha County

Request for Quotations for

METRO EMERGENCY OPERATIONS CENTER MICROWAVE RADIO COMMUNICATION

RFQ #2017-09



KANAWHA COUNTY
POLICE | FIRE | EMS

Date issued:	September 14, 2017
Mandatory pre-bid:	October 4, 10:30 a.m. Eastern
Quotation due:	October 18, 2017, 2:00 p.m. Eastern
At the address of:	Metro 911 of Kanawha County 200 Peyton Way Charleston, WV 25309

**REQUEST FOR QUOTATIONS
METRO EMERGENCY OPERATIONS CENTER MICROWAVE COMMUNICATON SYSTEM**

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1. **PURPOSE AND SCOPE:** Metro 911 of Kanawha County Radio Group is soliciting quotations for Microwave Communications Equipment.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - i. **“Contract Item”** or **“Contract Items”** means the list of items identified in Sections 4 and 5.

 - ii. **“Pricing Pages”** means the schedule of prices, order quantity, and totals attached hereto as Exhibit A. Only Exhibit A will be used to evaluate the RFQ.
 - a. Exhibit A will consist of Sections 4 and 5 with the respective grand total.
 - b. Exhibit B will consist of Sections 6 and 7, priced as individual items beyond this RFQ.
 - c. Exhibit C will consist of Section 8, priced as individual items beyond this RFQ.

 - iii. **“RFQ”** means the official request for quotation published by Metro 911 of Kanawha County and identified as 2017-09.

3. MANDATORY PRE-BID

A **mandatory** pre-bid will be held on Wednesday, October 4 at 10:30 am Eastern time at Metro 911 of Kanawha County:

200 Peyton Way
Charleston, WV 25309

In lieu of attending on-site, vendors may call in to the pre-bid beginning at 10:25 am. If the vendor intends to call in, they must request call-in information by emailing rfp@metro911.org by 3:00 pm on October 3 and Metro 911 of Kanawha County will provide the call-in information by 4:00 pm of the same day. After 4:00 pm on October 3, Metro 911 of Kanawha County cannot guarantee call-in information will be provided, but the vendor can still attend the pre-bid on-site.

No vendor, whether by phone or on-site, will be permitted to join the pre-bid after its commencement at 10:30 am; therefore, if a vendor is late to the pre-bid, the vendor **will not** be permitted to submit a quote for consideration. The only exception to this is if Metro 911 of Kanawha County is experiencing technical difficulties.

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4. GENERAL REQUIREMENTS: CONTRACT ITEMS

Vendor shall provide Metro 911 of Kanawha County with the Contract Items listed below. Contract Items must meet or exceed the mandatory requirements as shown. After frequency coordination, all Contract Items must be received and invoiced by no later than Thursday, January 18, 2018. Either party may request changes to shipping and invoicing dates. If the requested change causes an increase or decrease in the time required for the performance of this RFQ, the vendor and Metro 911 of Kanawha County will agree to an equitable adjustment in the RFQ performance schedule. If the parties are unable to agree to the change, the change request will not become effective.

i. ECLIPSE IRU600

- a. IRU600, V3, RFSEC, ASSY, NP, FOR MHSB RX UNEQ SPLIT, 2RU, 11 GHZ
 - Must be Aviat EV103-MB-00-300 or equal.
 - Quantity: 4
- b. IRU600, High Power Option, 1 X RU
 - Must be Aviat EZF-61 or equal.
 - Quantity: 3
- c. IRU600, WG Extension/Expansion Kits - WG EXT KIT IRU600 V3 11GHZ SH1-PO1, 1+0/MHSB 1ANT, RPTR (Main)
 - Must be Aviat 179-530135-AA121 or equal.
 - Quantity: 3
- d. IRU600, WG Extension/Expansion Kits.- WG EXT KIT IRU600 V3 11GHZ SH2-PO2, 1+0/MHSB 1ANT, RPTR(MAIN)
 - Must be Aviat 179-530135-BB221 or equal.
 - Quantity: 1

ii. ECLIPSE BASEBAND SECTION, INUE

- a. ECLIPSE, Intelligent Node Unit 2RU, INC IDCE, FAN, NCCV2, High Output
 - Must be Aviat EXX-000-204 or equal.
 - Quantity: 3
- b. RAC 60E, QPSK-256 QAM, High Gain, NO XPIC, ACM and SYNC-E
 - Must be Aviat EXR-660-002 or equal.
 - Quantity: 4

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- c. ECLIPSE, DAC 16XE1/DS1 V2, Protectable
 - Must be Aviat EXD-161-001 or equal
 - Quantity: 3

- d. DAC GE3 Gigabit Ethernet Switch Card
 - Must be Aviat EXD-181-002 or equal
 - Quantity: 3

- e. NODE SW License, 50 MBPS Total Radio Payload Capacity
 - Must be Aviat EZE-08001 or equal.
 - Quantity: 2

- f. NODE SW License, 100 MBPS Total Radio Payload Capacity
 - Must be Aviat EZE-08002 or equal.
 - Quantity: 1

- g. Radius Client, Nodal Centralized User Account MGMT
 - Must be Aviat EZF-06 or equal
 - Quantity: 3

- iii. CABLES AND ACCESSORIES
 - a. Kit Bracket 2RU (179-530064-001_R001),
 - Must be Aviat 179-530064-001 or equal.
 - Quantity: 3

 - b. Network Equipment Building Systems, 2RU; - For NEBS-3
 - Must be Aviat 179-530053-001 or equal.
 - Quantity: 3

 - c. Network Equipment Building Systems, Power Filter; - For Nebs-3
 - Must be Aviat 179-530054-001 OR EQUAL
 - Quantity: 3

 - d. GIG ETH SFP, Electrical, GE3 ONLY, W/LOS 3V3 COM (ABCU-5700RZ)
 - Must be Aviat 083-845434-001 or equal
 - Quantity: 3

 - e. HDR-E50 to 26AWG Free End 15M (HDR-E50MSG1-OPEN-15M_REVJ)

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- Must be Aviat 037-579406-015 or equal.
 - Quantity: 3
- f. Ethernet Cable, RJ45 CAT 5/CAT 5E, 2M (6.5') (037-579124-002V_REVA);-for NMS
- Must be Aviat 037-579124-002 or equal.
 - Quantity: 6
- g. Ethernet Cable,CAT5/CAT5E,RJ-45,15 M LONG (037-579126-002V_REVA);-for NMS
- Must be Aviat 037-579126-002 or equal.
 - Quantity: 3
- h. Cable, Alarm I/O HD15 2M WIREWRAP;-for Aux Alarms
- Must be Aviat 037-579112-001 or equal.
 - Quantity: Each
- i. Cable, Alarm I/O HD15 5M WIREWRAP (JDMC18);-for Aux Alarms
- Must be Aviat 037-579113-001 or equal.
 - Quantity: 3
- j. Cable, Alarm I/O HD15 TO WIREWRAP, 15M (037-579470-015V_REVX1); -for Aux Alarms
- Must be Aviat 037-579470-015 or equal.
 - Quantity: Each
- iv. RACKS, BREAKER PANELS, AND DSX-1 JACKFIELDS
- a. Rack ASSY Crated, 7' Chatsworth Aluminum, 1 Breaker PNL W/10 Blank Covers and No Breakters
- Must be Aviat 179-530307-0113 or equal.
 - Quantity: 3
- b. Installation Kit, Aluminum Rack, Concrete Floor (AV179-530119-001WA),
- Must be Aviat 179-530119-001 or equal.
 - Quantity: 3
- c. Circuit Breaker 20 AMP SNAPACK (030017750I)
- Must be Aviat PWR-000053-TRM or equal.

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- Quantity: 5

- d. Channel Mounting, Forward U-shape, 1 RU, 4 inches long x 5/8 inches wide x 1.75 inches deep (020-018475-005_REV001);-For Motorola R56
 - Must be Aviat 020-018475-005 or equal.
 - Quantity: 9

- e. Ground Bar, Kit, Rack, R56 Compliant, 72 inches long x 5/8 inches wide x ¼ inches deep (TRGBVKIT145872AWA);-For Motorola R56
 - Must be Aviat LOC-TRGBVKIT145872W or equal.
 - Quantity: 3

- f. PAS-Fixed SMA ATTEN,20DB,2W,DC (PE7005-20); -for TX Pad
 - Must be Aviat LOC-PE7005-20 or equal.
 - Quantity: 2

- g. Jackfield, Chassis, Unloaded, ELF, 3 Module, 1 RU, 19 inches wide, No power input (ELF-0000-2400)
 - Must be Aviat TEL-ELF-0000-2400 or equal.
 - Quantity: 3

- h. Jackfield, Modular Mixed, ELF, DS1 Interface, 8 DS1 Module, Front Wirewrap, Rear RJ45 (ELF-1008-1800)
 - Must be Aviat TEL-ELF-1008-1800 or equal.
 - Quantity: 3

- i. Jackfield, Modular Mixed, ELF, DS1 Interface, 8 DS1 Module, Front Wirewrap, Rear Wirewrap (ELF-1008-1100)
 - Must be Aviat TEL-ELF-1008-1100 or equal.
 - Quantity: 3

- j. Jackfield, Blank Cover, ELF, Blank Interface (ELF-0000-0001)
 - Must be Aviat TEL-ELF-0000-0001 or equal.
 - Quantity: 3

NOTE: T1 Plan will need to be confirmed by the vendor at the time of Project Engineering and Design Freeze Phase.

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v. INTRAPLEX CHANNEL BANK

- a. IX 3RU T1 ASTM 50W 48V RJ48 Extra MOD Needed for SNMP (IX-ACS-163-48C),
 - Must be Aviat ITX-IX-ACS-163-48C or equal.
 - Quantity: 2

- b. IX 3RU T1 ASD/IM 50W 48V RJ48 (IX-ACS-165-48C)
 - Must be Aviat ITX-IX-ACS-165-48C or equal.
 - Quantity: Each

- c. IX 3RU T1 ASDTM 50W 48V RJ48 (IX-ACS-166-48C)
 - Must be Aviat ITX-IX-ACS-166-48C or equal.
 - Quantity: Each

- d. IX T1 Common Module, SYS LMR
 - Must be Aviat ITX-IX-CM-5RB or equal.
 - Quantity: 2

- e. IX Cable for CM5 and CM-7 Module Redundancy
 - Must be Aviat ITX-IX-CA-412 or equal.
 - Quantity: 2

- f. IX 50W Power Supply, 48V PS
 - Must be Aviat ITX-IX-PSY5048 or equal.
 - Quantity: 2

- g. Four-Chan 4-Wire E&M Voice MOD T1 SYS; Use MA-305/305B/306/308/308B or 309 MOD ADPTRS
 - Must be Aviat ITX-IX-VF-25 or equal.
 - Quantity: 6

- h. Four CH. 4 Wire Voice/E&M TELCO LVL 50P, Module Adapter
 - Must be Aviat ITX-IX-MA-305C or equal.
 - Quantity: 6

- i. 50 Pin Male Amphenol to Open End - 30 Feet (D-PR-957-10A-30)
 - Must be Aviat LOC-D-PR-957-10A-30 or equal.
 - Quantity: 6

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NOTE: Existing DACS are to be confirmed by vendor.

vi. ANTENNAS AND TRANSMISSION LINES

NOTE: Antenna type, size, and WG lengths are preliminary, and subject to field services and frequency coordination/FCC licensing results.

- a. Antenna, 10/11 GHZ, 1.0 M (3FT), Valuline, HPLP, Remote Mount, Dish (STD: White), 10.125-11.7 GHZ, RADOME (STD: Gray), CPR90G, Single Polarized, Class III/FCC101A/B, Single-piece Reflector, 250 KMPH, 180 KMPH
 - Must be Aviat and-VHLP3-11W-6WH or equal.
 - Quantity: 2
- b. Antenna, 10/11 GHZ, 1.2 M (4FT), Valuline, HPLP Remote Mount, Dish (STD: White), 10.125-11.700 GHZ, RADOME (STD:Gray), CPR90G Single Polarized, Class III/FCC101A/B, Single-piece Reflector, 250 KMPH (Survival), 200 KMPH (Operational)
 - Must be Aviat and-VHLP4-11W-6WH or equal.
 - Quantity: 2
- c. Tower Mount for Antenna – to be provided at Installation
 - Quantity: 4

vii. ELLIPTICAL WAVEGUIDE AND ACCESSORIES

- a. Elliptical Waveguide Standard, 10.2-11.7 GHZ, Black PE Jacket, per foot (EW90-F)
 - Must be Aviat and-EW90-F or equal.
 - Quantity: 970
- b. Hardware-kit (One kit per 100ft)
 - Must be Aviat and-Hardware-kit or equal.
 - Quantity: 11
- c. EW90 Install-kit (One kit per Waveguide Run)
 - Must be Aviat EW90 Install-kit or equal.
 - Quantity: 4

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- d. Hanger kit of 10 for EWP90 (42396A-5)
 - Must be Aviat and-42396A-5 or equal.
 - Quantity: 33

- e. Waveguide Boot for EWP90, 4 in. (WGB4-90)
 - Must be Aviat and-WGB4-90 or equal.
 - Quantity: 4

- f. Entrance Panel, 1 Port, 4 inch Port Size (204673-1)
 - Must be Aviat and-204673-1 or equal.
 - Quantity: Each

- g. Entrance Panel, 2 Port, 1 X 2, 4 inch Port Size (204673-2A)
 - Must be Aviat and-204673-2A or equal.
 - Quantity: 3

- viii. PRESSURIZATION AND ACCESSORIES
 - a. DEHYDRATOR, 8 CFH,3PSI,120/240V,50/60HZ (MT050C)
 - Must be Aviat and-MT050C or equal.
 - Quantity: 3

 - b. Distribution Manifold, 2-Port, Wall-mountable, 0-15.0 PSIG, 25ft Tubing per port,
 - Must be Aviat and-6600D-2 or equal.
 - Quantity: 3

 - c. Humidity Alarm Upgrade Kit for HR150/300, MT050C, MT500D (MT/HR-Kit-Humidity),
 - Must be Aviat and-MT/HR-Kit-Humidity or equal.
 - Quantity: 2

5. WARRANTY

- i. Additional level of Warranty Protection (Aviat's Warranty Plus) will be offered.
 - a. Must be Aviat Warranty Plus IW – NA&C, 36 months, IRU600, Aviat SNA-BWXXA1003638 or equal.

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6. SERVICES

- i. Program Management: Day-to-Day
 - a. Must be Aviat SVCS-in-PM-PM or equal.
 - b. Quantity: 1

- ii. Network Engineering
 - a. Must be Aviat SVCS-PN-EN-SE or equal.
 - b. Quantity: 1

- iii. Transmission Engineering – Path Surveys
 - a. Must be Aviat SVCS-PN-EN-XE or equal.
 - b. Quantity: 1

- iv. Frequency Coordination and Licensing
 - a. Must be Aviat SVCS-PN-EN-XE-LA or equal.
 - b. Quantity: 1

- v. Configuration Engineering
 - a. Must be Aviat SVCS-IN-SS-CEDFT or equal.
 - b. Quantity: 1

- vi. Drafting
 - a. Must be Aviat SVCS-IN-SS-CEDFT or equal.
 - b. Quantity: 1

- vii. IRU600 Level 3, Standard Integration Service
 - a. Must be Aviat VAS-IRU000-003 or equal.
 - b. Quantity: 4

7. SPARES

Eclipse Spares

- i. RFU, MP, IRU600V3, 11 GHZ, 10700-11700 MHZ
 - a. Must be Aviat ERM-113-305 or equal.
 - b. Quantity: Each

- ii. RFU, EHP, IRU600V3, HYDRA, 11 GHZ, 10700-11700 MHZ

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- a. Must be Aviat ERE-113-303 or equal.
- b. Quantity: Each

- iii. Eclipse, Intelligent Node Unit 2RU, INC IDCE, Fan, NCCV2, High Output
 - a. Must be Aviat EXX-000-204 or equal.
 - b. Quantity: Each

- iv. Node Protection Card, High Output
 - a. Must be Aviat EXS-002 or equal.
 - b. Quantity: Each

- v. RAC 60E, QPSK-256 QAM, High Gain, No XPIC, ACM and SYNC-E
 - a. Must be Aviat EXR-660-002 or equal.
 - b. Quantity: Each

- vi. Eclipse, DAC 16XE1/DS1 V2, Protectable
 - a. Must be Aviat EXD-161-001 or equal.
 - b. Quantity: Each

- vii. DAC GE3 Gigabit Ethernet Switch Card
 - a. Must be Aviat EXD-181-002 or equal.
 - b. Quantity: Each

- viii. Aux, Alarm I/O Card
 - a. Must be Aviat EXA-001 or equal.
 - b. Quantity: Each

- ix. GIG ETH SFP, Electrical, SFP, GE3 Only, W/LOS 3V3 COM (ABCU-5700RZ)
 - a. Must be Aviat 083-845434-001 or equal.
 - b. Quantity: Each

- x. Dehydrator, 8 CFH,3PSI,120/240V,50/60HZ (MT050C)
 - a. Must be Aviat and-MT050C or equal.
 - b. Quantity: Each

- xi. Humidity Alarm Upgrate Kit for HR150/300, MT050C, MT500D (MT/HR-Kit-Humidity)
 - a. Must be Aviat and-MT/HR-Kit-Humidity or equal.
 - b. Quantity: Each

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8. MISCELLANEOUS OPTIONAL ITEMS

- i. Additional level of Warranty Protection (Aviat's Warranty Plus), Aviat Warranty Plus NW – NA&C, 24 Months, IRU-600
 - a. Must be Aviat SNA-BNWXA1002438 or equal.

- ii. Aux, Alarm I/O Card
 - a. Must be Aviat EXA-001 or equal

- iii. IX MOD Adapter SCM-1 (IX-MA-440)
 - a. Must be Aviat ITX-IX-MA-440 or equal

- iv. SNMP Proxy Agent with IP Control Interface; uses an MA-440 Module Adapter (IX-SCM-IP)M
 - a. Must be Aviat ITX-IX-SCM-IP or equal

- v. Software Licenses
 - a. Adaptive Modulation Nodal RAC60/6X/60E/6XE
 - Must be Aviat EZF-02 or equal

 - b. Payload Encryption Nodal RAC60/6X/60E/6XE
 - Must be Aviat EZF-04 or equal

 - c. Synchronous Ethernet Nodal License for DAC GE3
 - Must be Aviat EZF-09 or equal

 - d. Strong Security FIPS 140-2 Compliant – Requires optional EZF-03 & FIPS Accessory Kit
 - Must be Aviat EZF-42 or equal

 - e. IPV6 Functionality Feature License
 - Must be Aviat EZF-43 or equal

 - f. Secure Management, INU, INC SNMPV3 Nodal
 - Must be Aviat EZF-03 or equal

 - g. Node SW License, 150 MBPS Total Radio Payload Capacity
 - Must be Aviat EZE-08003 or equal

 - h. License Upgrade EZE-08001 to EZA-08004, 50 MBPS to 200 MBPS

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- Must be Aviat EZA-08004-LU1 or equal
- i. License Upgrade EZA-08002 to EZA-08006, 100 MBPS to 400 MBPS
 - Must be Aviat EZA-08006-LU2 or equal
- j. FIPS Accessory Kit
 - Must be Aviat 179-530153-001 or equal
- vi. Provision EMS
 - a. Provision Solution pack – 20 Nodes
 - Must be Aviat 614-225010-002 or equal
- vii. Equipment Rack
 - a. Rack, 7ft x 19in, Standard, Open Aluminum Floor Rack, Brushed Aluminum Finish
 - Must be Cooper B-Line SB556084XUA or 170.0010.10A or equal
- viii. Breaker Panel and Breakers
 - a. Breaker Panel, 1RU, A/B side, 6 POS, 30A Max per Position
 - Must be Trimm 9072101001 or equal
 - b. Circuit Breaker, 20 AMP, SNAPAK
 - Must be Trimm 030017750I or equal
 - c. Circuit Breaker, 5 AMP, SNAPAK
 - Must be Trimm 030017750E or equal
 - d. Circuit Breaker, 3 AMP, SNAPAK
 - Must be Trimm 030017750D or equal
 - e. Circuit Breaker, 1 AMP, SNAPAK
 - Must be Trimm 030017750B or equal
 - f. Blanking Plug for OV Breaker Panel
 - Must be Trimm 9000200001 or equal
- ix. 66 Blocks for DS0
 - a. S66 Block, Pre-Wired, M-Series, Pair Capacity: 50 (Unbridged) 2 Female 25-Pair Connectors
 - Must be Siemon 157C or equal.

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- b. Bridging Clips 2-Pos Tin P
 - Must be Siemon SA1-100 or equal.
- c. VF/Telco Amphenol Cable, 50-pin AMPH, Male to 50- pin AMPH Male, 25ft, LS
 - Must be ICC ICPCSTMM25 or equal.
- d. VF/Telco Amphenol Cable, 50-pin ALPH Male to 50-pin AMPH Male, 15ft, LS
 - Must be ICC ICPCSTMM15 / 179-530132-001 or equal.

- x. 66 Blocks for Alarms
 - a. 66 Block, 50PR, 2-CLP
 - Must be Suttle A66M1-50-C5 or equal
 - b. Hinged Protective Plastic Cover-Gray-for S66 Block
 - Must be Siemon MC4LH-4 or equal
 - c. Bracket Stand-Off for S66M1-25 or S66M1-50 Block
 - Must be Suttle A89B or equal

- xi. Waveguide Accessories
 - a. Waveguide Extension Kit for IRU600, V3, 11 GHZ, SH1-P01, 1+0/MHSB, 1 ANT, RPTR (MAIN),
 - Must be Aviat 179-530135-AA121 or equal.

9. CONTRACT AWARD

i. Contract Award

The Contract is intended to provide Metro 911 of Kanawha County with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

ii. Used/Refurbished Equipment

Metro 911 of Kanawha County will not accept used and/or refurbished equipment. Only new equipment shall be considered.

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iii. Pricing Pages

Vendor should complete the Pricing Pages by placing a per item price in the “Unit Price” section of the pricing pages and then multiplying that price by the “Extended Price” field. Vendor shall then total the amount listed for all quoted items in the “Total” field on the Pricing Page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s quotations being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into Pricing Pages to prevent errors in the evaluation. The Pricing Pages can be created by Microsoft Excel, or other compatible spreadsheet program.

10. ORDERING AND PAYMENT

i. Ordering

Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Metro 911 of Kanawha County orders on-line.

ii. Payment

Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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11. DELIVERY AND RETURN

i. Delivery Time

Vendor shall deliver standard orders within 45 working days after orders are received. Vendor shall deliver emergency orders within 15 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

ii. Late Delivery

Metro 911 of Kanawha County must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to Metro 911 of Kanawha County will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

iii. Delivery Payment/Risk of Loss

Standard order delivery shall be F.O.B. to Metro 911 of Kanawha County. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge Metro 911 of Kanawha County separately for such delivery. Metro 911 of Kanawha County will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

iv. Return of Unacceptable Items

If Metro 911 of Kanawha County deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit Metro 911 of Kanawha County to arrange for the return and reimburse Metro 911 of Kanawha County for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply Metro 911 of Kanawha County with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. Metro 911 of Kanawha County. The returned product shall either be replaced, or Metro 911 of Kanawha County shall receive a full credit or refund for the purchase price, at Metro 911 of Kanawha County discretion.

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v. Return Due to Metro 911 of Kanawha County Error

Items ordered in error by Metro 911 of Kanawha County will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

12. MISCELLANEOUS

i. No Substitutions

Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

ii. Vendor Supply

Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

iii. Contract Manager

During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

13. ADDITIONAL REQUIREMENTS AND INFORMATION

*NOTE: Any below sections referencing services or work rendered shall be applied as applicable. Please disregard references to services or work rendered if not engaged.

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METRO EMERGENCY OPERATIONS CENTER MICROWAVE COMMUNICATON SYSTEM

- i. Quotations must be received in a sealed envelope with the name and address of the vendor. The envelope must also show “Communication Center Microwave Communication System” with the date and time that quotations are due on the outside of the envelope. Faxed quotations or electronically-submitted quotations will not be accepted.
- ii. Quotations must include original and three copies.
 - a. Upon request, vendor must supply a soft copy.
- iii. Quotations must be F.O.B. Delivery Point, unless otherwise indicated.
- iv. Quotations must be signed in ink, showing all facts and the total amount.
- v. Metro 911 of Kanawha County will not be responsible for any expenses incurred in the preparation and/or presentation of bid or for the disclosure of any information or material received in connection with the solicitation, whether by negligence or otherwise.
- vi. Quotations may be withdrawn prior to the scheduled date and time, or postponement thereof, of the opening of Quotations. Quotations will not be accepted after the scheduled date and time. No vendor may withdraw a proposal after bid opening. Once Quotations are unsealed, all proposal documents become public record. Metro 911 of Kanawha County reserves the right to reject any and/or all Quotations, with or without cause, and to waive any informality in bidding. Metro 911 of Kanawha County further reserves the right to resolicit Quotations.
- vii. Payment will be released within 30 days of completion of work that is satisfactory to Metro 911 of Kanawha County. At its sole discretion, Metro 911 of Kanawha County will consider the vendor’s request for reasonable intermittent payment as acceptable progress is made.
- viii. Vendor is to provide liability insurance coverage for all vehicles and equipment of Vendor. Proof of a current minimum one million dollar per occurrence general liability insurance policy with Metro 911 of Kanawha County named as additional insured is to be submitted by successful vendor prior to commencement of work.
- ix. Proof of a current workers’ compensation policy is to be submitted by the vendor prior to commencement of work as well as a copy of the vendor’s current WV Contractor’s License.

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- x. Vendor will completely indemnify and hold harmless Metro 911 of Kanawha County from any damages whatsoever caused by the vendor and/or its employees.
- xi. The vendor is responsible for all required notification and permitting requirements. Copies of all documents are to be forwarded to Metro 911 of Kanawha County.
- xii. The Vendor shall be responsible for all damages to the persons or property that may occur as a result of the vendor's fault or negligence until the completion of the project.
- xiii. The Vendor hereby indemnifies, holds and saves harmless Metro 911 of Kanawha County, the State of West Virginia, and the Federal Government free from any and all claims for damages sustained by the vendor during the performance of this contract, and hereby indemnifies Metro 911 of Kanawha County, the State of West Virginia, and the Federal Government against any claims arising from such work.
- xiv. In the event Metro 911 of Kanawha County should be cited for a violation of any applicable State, Federal, or local law, rule, or regulation as a result of success vendor's actions associated with the activities described herein, vendor shall reimburse Metro 911 of Kanawha County for all attorney's fees associated with the defense of same and also reimburse Metro 911 of Kanawha County for any fines, penalties, and other costs paid as a result of vendor's actions.
- xv. Inspection of Work and Correction of Defects – All work under this contract shall be subject to inspection, surveillance, and testing by Metro 911 of Kanawha County at all reasonable times. All such inspection(s) shall be performed in a manner as will not unduly delay the work.
- xvi. Vendor warrants that the services and work are to be rendered and completed in a manner acceptable to Metro 911 of Kanawha County and within the stated time.
- xvii. At any time during the performance of the work described or contemplated herein, Metro 911 of Kanawha County may require the successful vendor to remedy, by whatever means necessary, and at no additional costs to Metro 911 of Kanawha County, any failure by the vendor to comply with the vendor's obligations to Metro 911 of Kanawha County and to those State, Federal, and Local Regulatory agencies having jurisdiction over the activities associated with the Scope of Work defined herein or as may be amended and mutually agreed upon by both parties in the future.

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xviii. Disputes and Arbitration

If, at any time, a difference of opinion or dispute shall arise between the parties to the agreement with respect to any right or obligation arising under the agreement, the question in dispute, if it cannot be settled between the parties themselves, may be referred to arbitrators consisting of three competent and disinterested persons, one of which persons shall be selected by Metro 911 of Kanawha County, one by the vendor, and the third by the two arbitrators thus chosen by Metro 911 of Kanawha County and vendor. The party desiring that any matter be submitted to arbitration shall give written notice thereof to the other party, stating therein the specific point or points in dispute and naming the person selected by said party as an arbitrator, and it shall be the duty of the other party, within fifteen days after receiving such notice, to agree in writing to submit the dispute to arbitration and to name an arbitrator. If the party upon whom such notice is served fails to respond thereto with such fifteen-day period, then such failure shall be deemed a refusal by such party to agree to submit the dispute to arbitration and civil action may be filed in the Circuit Court of Kanawha County, West Virginia, for the purpose of resolving the dispute. In the event such other party does agree in writing to submit to arbitration but fails to name an arbitrator, the party desiring arbitration may apply to the Judge of the Circuit Court of Kanawha County, West Virginia, to appoint such arbitrator. Likewise, in the event of the failure of the arbitrators thus named to agree upon the third arbitrator within twenty days after notification of their appointment, then the third arbitrator may be named by such judge upon application of either party hereto, and such judge is empowered to name such arbitrator. The arbitrators thus chosen shall give to the parties to any dispute written notice of time and place of hearing and at the time and place appointed shall proceed with the hearing, unless, for some good cause of which the arbitrators, or a majority of them, shall be the sole judge, it shall be postponed until some later date within a reasonable time. The discussion of the board of arbitrators thus constituted, or a majority of the persons composing the same, shall be made in writing and a copy thereof delivered to each of the said parties. Payment of the expenses of such arbitration, including the fees of the arbitrators, shall be as directed by the board of arbitration, or a majority thereof.

If the parties hereto expressly agree to submit any dispute to arbitration as herein provided then, and in such event, the decision rendered by the arbitrators shall be binding upon the parties and shall be specifically enforceable. If the parties do not agree, in writing, to submit such dispute to arbitration, the party requesting such arbitration may file a civil action in the Circuit Court of Kanawha County for the purpose of resolving such dispute; however, a request for arbitration shall not be a prerequisite to filing a civil action to settle any such dispute.

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Where the parties have submitted any question to arbitration as herein provided, the award of arbitrators shall be final and conclusive upon said parties with reference to the question so submitted on any judgment may be entered upon it in accordance with the provisions of Article 10, Chapter 55 of the Code of West Virginia, 1931, as amended.

xix. Termination of Contract and Liquidated Damages

If the vendor refuses or fails to perform this work with such diligence as will insure its completion within the time specified, including extensions, if any are granted, then Metro 911 of Kanawha County, by written notice to the vendor, may terminate the vendor's right to proceed with the work and any contract shall be terminated for any and all future work. On such termination, Metro 911 of Kanawha County may take over the work and prosecute the same to completion, by contract or otherwise, and the vendor shall be liable to Metro 911 of Kanawha County for any additional costs incurred by Metro 911 of Kanawha County in the completion of the work. In addition, the vendor shall also be liable for liquidated damages in the amount of \$3,200 per day for any delay in the completion of the work. After frequency coordination, all Contract Items must be received and invoiced by no later than Thursday, January 18, 2018. Either party may request changes to shipping and invoicing dates. If the requested change causes an increase or decrease in the time required for the performance of this RFQ, the vendor and Metro 911 of Kanawha County will agree to an equitable adjustment in the RFQ performance schedule. If the parties are unable to agree to the change, the change request will not become effective.

xx. Compliance with Laws

The vendor shall complete such action as is required to become fully informed of all State and Federal laws and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work. The vendor shall, at all times, observe and comply with and shall cause all the vendor's agents and employees to observe and comply with all such existing and future laws, ordinances, regulations order s and decrees. The vendor shall further protect and indemnify Metro 911 of Kanawha County from any claim or liability arising or based on the violation of any such law, ordinance, regulation, order or decree, whether by the vendor or the vendor's employees.

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xxi. Standards of Quality and Codes

All work must conform to all rules and regulations of all governmental authorities having jurisdiction over the project including, but not limited to:

- Federal Occupational Safety & Health Administration Regulations (OSHA)
- WV Department of Environmental Protection
- WV Bureau of Public Health
- WV State Fire Marshall
- WV Department of Natural Resources
- WV Department of Labor

xxii. For the Metro 911 of Kanawha County's record, submit copies of permits, licenses, certifications, inspection records, releases, notices, receipts for fee payments, correspondence and records, established in conjunction with compliance with standards and regulations bearing upon performance of work.

xxiii. All documents and information submitted in response to this RFQ will, pursuant to the WV Freedom of Information Act, become public record.

xxiv. Real Estate and Personal Property Taxes

No bid contract will be awarded to a vendor who is listed on the last published list of delinquent real or personal property taxes in Kanawha County; however, Metro 911 of Kanawha County will accept quotations from vendors who provide satisfactory proof of payment of current taxes or a certification from the Sheriff that no taxes are due prior to award of said contract.

xxv. Required Forms

Vendor shall complete and submit, or have on file with Metro 911 of Kanawha County, a Vendor Registration and Disclosure Statement Form and a State of West Virginia No Debt Affidavit, both of which can be found on Metro 911 of Kanawha County's website at metro911.org, as well as a completed IRS Form W9.

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xxvi. Conflicts of Interest

Vendor must affirm in writing that vendor and all individuals who will be assigned to this transaction are free from all obligations and interest which conflict with the interest of Metro 911 of Kanawha County.

14. RESERVATIONS OF RIGHTS BY METRO 911 OF KANAWHA COUNTY

i. The issuance of this RFQ does not constitute an agreement by Metro 911 of Kanawha County that any contract will actually be entered into by Metro 911 of Kanawha County. Metro 911 of Kanawha County expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response;
- Reject any or all responses;
- Reissue a Request for Quotations;
- Prior to submission deadline for quotations, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFQ, or the requirements for contents or format of the quotations;
- Procure any materials, equipment, or services specified in this RFQ by any other means; or
- Determine that no project will be pursued

i. No Waiver

No waiver by Metro 911 of Kanawha County of any provision of this RFQ shall be implied from any failure by Metro 911 of Kanawha County to recognize or take action on account of any failure by a Vendor to observe any provision of this RFQ.

ii. All warranties will commence on the date that Metro 911 of Kanawha County signs the final acceptance agreement. A completed and signed copy of each type of warranty specified herein will be provided to Metro 911 of Kanawha County no later than time of equipment delivery.