



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
FOR1056

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-0492



MILLER COMMUNICATIONS, INC.
 One Wireless Way Suite 100
 Parkersburg, West Virginia 26101

SHIP TO

DIVISION OF FORESTRY
 BUILDING 13
 4720 BRENDA LANE
 CHARLESTON, WV
 25312 558-2788

A VETERAN-OWNED SMALL BUSINESS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/30/2006	Net 20	Miller Truck	destination	prepaid
BID OPENING DATE: 06/14/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	60	EA		725-27	\$1,235.00	\$74,100.00
				FIELD PROGRAMMABLE HAND HELD HIGH BAND RADIO BENDIX KING DPHX5102X-04 OR EQUAL KENWOOD TK-5210 w/KNB-33L battery and KRA-26M Antenna		
0002	60	EA		725-27	\$ 48.00	\$ 2,880.00
				RAPID BATTERY CHARGER BENDIX KING LAA-0325 OR EQUAL KENWOOD KSC32		
0003	60	EA		725-27	\$ 46.00	\$ 2,760.00
				AA BATTERY HOLDER FOR RADIO KENWOOD KPB-6 BENDIX KING LAA-0139 OR EQUAL		

PLEASE SEE QUOTE DETAIL ATTACHED.

ANY ALTERNATE BID MUST CLEARLY STATE THE BRAND AND MODEL BEING QUOTED. FAILURE TO INDICATE ANY ALTERNATE BRAND WILL BE AN INDICATION THAT THE REQUESTED BRAND IS BEING BID.

ANY BIDDER SUPPLYING AN ALTERNATE TO THE REQUESTED ITEM SHOULD PROVIDE COPIES OF THEIR SPECIFICATIONS WITH THE BID. ANY ALTERNATE BID WILL BE REQUIRED TO DEMONSTRATE THAT THE BRAND BEING BID IS COMPATIBLE WITH THE BENDIX KING PRIOR TO AWARD.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(304)863-8595	6-12-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice-President	55-0565238	

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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 4720 BRENDA LANE
 CHARLESTON, WV
 25312 558-2788

DATE PRINTED: 05/30/2006	TERMS OF SALE:	SHIP VIA:	F.O.B.:	FREIGHT TERMS:
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BID OPENING DATE: 06/14/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RADIOS MUST BE PROGRAMMABLE HAND-HELD PORTABLE RADIOS. MUST BE COMPATIBLE WITH EQUIPMENT BEING UTILIZED BY THE SURROUNDING STATE'S FIREFIGHTERS</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(Y) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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05/30/2006				

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<p>HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p><input type="checkbox"/> BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE</p>						

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<p>CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Miller Communications, Inc.</u></p> <p>DATE: <u>June 12, 2006</u></p> <p>SIGNED: <u><i>Timothy L. Miller</i></u></p> <p>TITLE: <u>President</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p>						



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BID OPENING DATE 06/14/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	(REV. 12/00)					
	NOTICE AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED: SEALED BID BUYER: 32 RFQ. NO.: FOR1056 BID OPENING DATE AND TIME PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (304) 863-3785 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Randy Kinsolving -----					

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05/30/2006				

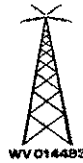
BID OPENING DATE 06/14/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ FOR1056 ***** TOTAL:						

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Miller
COMMUNICATIONS
 Professional Communications Services

1 Wireless Way Suite 100
Parkersburg, WV 26101
Tel: (304) 863-8595
Fax: (304) 863-3786

To: State of West Virginia
 Attn: Buyer 32 RFQ # FOR1056(Alternate to requested radio-See attached specifications)
 Phone: 304-558-0492
 Date: 6/12/2006

Please accept our quote for the following 2-way radio equipment

QTY	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
60	TK-5210K2*	Kenwood TK-5210 Digital and analog portable radio w/KNB-33L 1700Mah Lithium Ion battery, and KRA-26M Antenna	\$ 1,235.00	\$ 74,100.00
60	KSC32	Battery Charger	\$ 48.00	\$ 2,880.00
60	KBP-6	"AA" Battery holder	\$ 46.00	\$ 2,760.00
				\$ 79,740.00

*Radio pricing is quoted per a minimum of 50 piece pricing. Radio pricing for 25-50 piece orders would increase by \$35.00 per radio. For quantities of 1-25, price would increase by \$81.00 per radio.

Options:

EA	KPG95DK	Programming software	\$ 422.00
EA	KPG36	Programming cable	\$ 65.00
EA	KNB32N	2500Mah NiMH Battery (substitute for KNB-33L above)	\$ (12.50)

Thank You,

Randy Kinsolving
 Systems Integration Engineer

KENWOOD

Listen to the Future



TK-5210

VHF FM & Project 25 Digital Portable Radio



FleetSync[®]
KENWOOD

GENERAL FEATURES

- 5 Watt (136-174 MHz)
- 50 Zones / 512 Channels
- Personality Lists
- Backlit Dot Matrix LCD¹
- 16 Character Alphanumeric Aliases¹
- 3-Digit Sub-Display¹
- Function / Status LCD Icons¹
- Transmit / Busy / Call Alert / Warn LED
- On/Off Volume Knob
- 16-Position Selector Knob
- 2-Position PF Lever Switch
- 3-Position PF Concentric Switch
- 4 Front Menu-Driven PF Keys¹
- 3 Side PF Keys
- Orange Emergency / AUX Key
- 12-Key DTMF / PF Keypad²
- Enhanced Kenwood Audio
- Voice Annunciation
- VOX Ready
- Emergency Call Features
- Emergency Man-Down Option
- Tactical Group¹
- Battery Level Indicator¹
- Transceiver Password¹
- Date & 12/24 Hour Time Clock¹
- Windows[®] Programming & Tuning³
- Windows[®] Firmware Uploading³
- Field-Programming & Tuning¹
- Cloning¹
- Easy Option Port
- Weather-Sealed Accessory Connector
- MIL-STD-810 C/D/E/F
- IP54/55 Water & Dust Intrusion
- Immersion Option
- Intrinsically Safe Option

SCAN TYPES (FM & P25)

- Dual Priority Scan
- Scan Lists
- Limited Talk Group Scan⁴
- Priority Monitor Scan⁴

FM

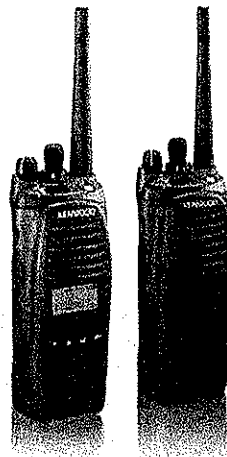
- QT / DQT
- Operator Selectable Tone
- Two-Tone Decode
- DTMF Encode / Decode / Stun
- Special Alert Tone Patterns⁵
- Encryption / ANI Board Control
- Companded Audio

FleetSync[®] (FM)

- FleetSync[®] or FleetSync[®] II
- PTT ID Digital ANI
- Emergency Status
- Selective & Group Call
- Status Messaging
- Text Messaging
- Caller ID Display

P25 DIGITAL

- P25 Digital Conventional
- P25 Digital Trunking Option
- IMBE[™] VOCODER
- Talk Group ID Lists
- Individual ID Lists
- Caller ID Display
- RSSI Indicator⁴
- Remote Monitor/Remote Check
- Radio Inhibit
- Encryption Key Delete
- AES/DES 16-Key Encryption Options
- Windows[®] DES/AES Programming³
- KPG-93 KVL Key Loader Interface Cable⁶



Three models available:

K - Basic Unit; No LCD, No front Keys

K2 - 16-Character LCD, 4 Menu-driven PF Keys

K3 - 16-Character LCD, 4 Menu-driven PF Keys, 12-Key DTMF/PF Keypad

Options

■ **KNB-32N**
Ni-MH Rechargeable
Battery Pack
(2500 mAh)



■ **KSC-32**
Tri-chemistry
Rapid-Charger



■ **KPG-93**
Keypad Interface
Cable



■ **KRA-22**
VHF Helical Antenna



■ **KRA-26**
VHF Helical Antenna



■ **KRA-16**
VHF Stubby Antenna



■ **KRA-25**
VHF High Gain Antenna



■ **KRA-28**
VHF Broad Band
High Gain Antenna



■ **KMC-25**
Speaker Microphone



■ **KEP-1**
Heavy Duty Earphone



■ **KHS-11**
2-Wire Palm Mic
with Earphone



■ **KHS-14**
Lightweight Single
Muff Headset



■ **KHS-15-BH**
Heavy Duty
Behind-the-Head Headset



■ **KHS-15-OH**
Heavy Duty
Over-the-Head Headset



■ **KBH-11**
Belt Clip (2.5")



All accessories and options may not be available in all markets.
Contact an authorized Kenwood dealer for details and complete list of all accessories and options.

Specifications

Model	TK-5210
GENERAL	
Models	
TK-5210K	Basic Model
TK-5210K2	4-key w/LCD Model
TK-5210K3	Full key w/LCD Model
Frequency Range	136-174 MHz
Number of Channels	512
Zones	50
Max. Channels per Zone	250
Channel Spacing	
Analog	12.5 / 15 / 20 / 25 / 30 kHz
Digital	12.5 kHz
Operating Voltage	7.5 VDC ± 20 %
Battery Life (@ 5-5-90 duty cycle)	
KNB-32N, 7.5 VDC, 2500 mAh	12 hours
Operating Temperature Range	-22° F to +140° F (-30° C to +60° C)
Frequency Stability (-22° F to +140° F)	± 2.0 ppm
Antenna Impedance	50 Ω
Dimensions (W x H x D) (projections not included)	
with KNB-32N	2-5/16 x 6-3/32 x 1-13/16 in. (58 x 155 x 45.7 mm)
Weight (Radio only)	
TK-5210K	11.11 oz. (315 g)
TK-5210K2	11.64 oz. (330 g)
TK-5210K3	11.64 oz. (330 g)
Weight (TK-5210K2 with KRA-22 & Belt Clip)	
with KNB-32N	23.28 oz. (660 g)
FCC ID	ALH35733110
IC Certification	282D-35733110

Model	TK-5210
RECEIVER	
Sensitivity	
Digital (5 % BER)	0.25 µV
Digital (1 % BER)	0.40 µV
Analog 12 dB SINAD	0.25 µV
Selectivity	
Digital	-60 dB
Analog @ 25/30 kHz	-78 dB
Analog @ 12.5 kHz	-67 dB
Intermodulation Distortion	
Digital	-75 dB
Analog	-75 dB
Spurious & Image	
Digital	-80 dB
Analog	-80 dB
Audio Distortion	
Digital	Less than 1.5 %
Analog	Less than 2 %
Audio Output	500 mW / 8 Ω
TRANSMITTER	
RF Power Output	5 W / 1 W
Spurious & Harmonics	70 dB
FM Hum & Noise	
Analog @ 25 kHz	50 dB
Analog @ 12.5 kHz	45 dB
Audio Distortion	Less than 2 %
Modulation	16K0F3E, 11K0F3E, 8K10F1E, 8K10F1D

Analog measurements made per TIA/EIA 603
Digital measurements made per TIA/EIA 102/CAAA
Kenwood reserves the right to change specifications without prior notice or obligation.
FleetSync™ is a registered trademark of Kenwood Corporation.
Windows™ is a registered trademark of Microsoft Corporation in the United States and other countries.
IMBE™ is a trademark of Digital Voice Systems Inc.

Applicable MIL-STD & IP

Standard	MIL 810C Methods/Procedures	MIL 810D Methods/Procedures	MIL 810E Methods/Procedures	MIL 810F Methods/Procedures
Low Pressure	500.1/Procedure I	500.2/Procedure I, II	500.3/Procedure I, II	500.4/Procedure I, II
High Temperature	501.1/Procedure I, II	501.2/Procedure I, II	501.3/Procedure I, II	501.4/Procedure I, II
Low Temperature	502.1/Procedure I	502.2/Procedure I, II	502.3/Procedure I, II	502.4/Procedure I, II
Temperature Shock	503.1/Procedure I	503.2/Procedure I	503.3/Procedure I	503.4/Procedure I, II
Solar Radiation	505.1/Procedure I	505.2/Procedure I	505.3/Procedure I	505.4/Procedure I
Rain	506.1/Procedure I, II	506.2/Procedure I, II	506.3/Procedure I, II	506.4/Procedure I, III
Humidity	507.1/Procedure I, II	507.2/Procedure II, III	507.3/Procedure II, III	507.4
Salt Fog	509.1/Procedure I	509.2/Procedure I	509.3/Procedure I	509.4
Dust	510.1/Procedure I	510.2/Procedure I	510.3/Procedure I	510.4/Procedure I, III
Vibration	514.2/Procedure VIII, X	514.3/Procedure I	514.4/Procedure I	514.5/Procedure I
Shock	516.2/Procedure I, II, V	516.3/Procedure I, IV	516.4/Procedure I, IV	516.5/Procedure I, IV
Immersion (option)	512.1/Procedure I	512.2/Procedure I	512.3/Procedure I	512.4/Procedure

International Protection Standard

Dust & Water Protection	IP54/55
Dust & Water Jet Intrusion	IP66*
Immersion	IP67*

*IP66/67 Optional Package

Footnotes from Front:
 1 K2IK3 LCD models only.
 2 K3 LCD, keypad model only models, Auto-Dial (3 numbers) & Stun.
 3 KPG-95D Software: Windows® 98/NT/2000/Me/XP compatible.
 4 P25 Trunking Option required.
 5 Operates for 2-Tone, DTMF, FleetSync™ selective calling in FM mode only.
 6 KPG-93 adapts the Motorola® KVL3000/3000 Plus Key Loader to the TK-5210.

KENWOOD

Kenwood U.S.A. Corporation
Communications Sector Headquarters
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Order Administration/Distribution
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Kenwood Electronics Canada Inc.
Canadian Headquarters and Distribution
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AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality, any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Miller Communications, Inc.

Authorized Signature: Timothy T. Miller Date: June 12, 2006
Timothy T. Miller, President