

NOTE: THIS ENTIRE PACKET IS FOR A VERTEX RADIO BEING OFFERED.



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: 7075251

PAGE: 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 JOHN JOHNSTON
 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE
 ProComm A DIVISION OF
 SOUTHWEST RADIO SALES, INC.
 2602 W LONE CACTUS BL #A
 PHOENIX, AZ 85027
 # 123094116

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2007	N-30	GROUND	DESTINATION	
BID OPENING DATE: 02/28/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	350	EA		725-27		
LOW BAND DASH MOUNT MOBILE RADIOS TO PROVIDE LOW BAND DASH MOUNT MOBILE RADIOS PER THE ATTACHED PROCUREMENT SPECIFICATIONS NO. S.E 650-002. VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> 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 <input type="checkbox"/> 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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PROCOMM
 2602 W LONE CACTUS DR #A
 PHOENIX, AZ 85027
 623-492-9800
 WWW.WEDORADIOS.COM

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<p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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>() 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</p>						

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<p>BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</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>ProComm, A Division of Southwest Radio Sales, Inc.</u></p> <p>DATE: <u>FEB 23, 2007</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>PRESIDENT</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)</p>						

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<p>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". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 7075251</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 623-492-9800</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						

Randy L. Power						

***** THIS IS THE END OF RFQ 7075251 ***** TOTAL: _____						

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WEST VIRGINIA DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS FOR MOBILE RADIOS

NO. S E. 650-002

LOW BAND DASH MOUNT MOBILE RADIOS

1 0 Purpose

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

2 0 Bidders Compliance Report

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

3 0 Representative unit for test

- 3 1 The successful bidder shall furnish the West Virginia Department of Transportation, Division of Highways one (1) representative unit, to be tested and evaluated by the Department. Unit must be set up on 47.28 MHZ. as the test frequency with a subtone of 71.9 Hz. The radio must be pre-tested and operational on delivery. Time period for testing and evaluation to be seven (7) calendar days following delivery of the unit. The Department shall incur no obligation for deterioration of surface, finishes, seals and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor shall it incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention are given by the Department and testing is done within the limits of the these specifications.
- 3 2 After testing of the representative unit, the Department may place an order for the units bid or may decline to order any units if determination has been made by the Department that the representative unit does not meet the functional, operational or any other needs of the Department.

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

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

- 5.0 Unspecified Accessories and Features

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

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

- 6.0 Manufacturer's Warranty and Service Policy

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

- 7.0 Delivery

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

- 7.2 Delivery 90 days after order.

8.0 General Specifications

8.1 Number of Channels : 32 Minimum

8.2 Frequency Spread: 36.0 to 50.0 MHz

8.3 Controls: Shall have front microphone/program jack.

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

8.4 Programming:

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

8.5 Receiver Specifications :

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

8.6 Transmitter Specification :

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

NOTE: Vendor should type Bidder's Compliance Report

DIVISION OF HIGHWAYS
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
EQUIPMENT DIVISION

BIDDERS COMPLIANCE REPORT

PROCUREMENT SPECIFICATIONS FOR MOBILE RADIOS

NO. S. E 650-002

LOW BAND DASH MOUNT MOBILE RADIOS

NOTE TO BIDDER: Procurement Specifications No. S E 650-002, Paragraph 2 0 recommends the completion and submittal of this report with your proposal. Purpose of this report is to enable the West Virginia Division of Highways Equipment Division Communications Review to make full and fair evaluation of the bid proposal. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

SPECIFICATIONS - GENERAL

Reference Requisition No. 7075251

Bidder's Name: ProComm, A DIVISION OF SOUTHWEST RADIO SALES, INC.

Address: 2607 W LONE CACTUS LN # A PHOENIX, AZ 85027

Telephone Number: 623-452-9800

Years Company has been registered to do business with the State of West Virginia: 2 ^{MONTHS} ~~YEARS~~

Manufacturer, model, series, and date of manufacture of proposed unit:
VERTEX, VX-5500L, DATE OF MANUFACTURE ESTIMATED LATE
2006 OR EARLY 2007

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

If not, why? _____

Bid price per unit:
\$ 389.50 X 350 = \$ 136,325.00 TOTAL BID

When will required number of operating and service manuals and complete parts lists be delivered to Equipment Division at Buckhannon, W V _____ prior to delivery of unit, or AT TIME OF RADIO DELIVERY.

6.0 WARRANTY

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

3 - YEARS PARTS & LABOR ON THE RADIO.

1 - YEAR ON ACCESSORIES.

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

WE NORMALLY DO WARRANTY REPAIRS ON THE VERTEX

RADIOS AT OUR SHOP IN PHOENIX, AZ. MANUFACTURER'S

REC IS RF WORKS, INC., GOODYEAR, AZ

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

NONE THAT WE HAVE IN WV. OUR PARTS

ARE IN AZ.

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

Manufacturer: VERTEX

Model: VX-5500L

Year model: CURRENT PRODUCT SINCE 2003 I THINK

- 8.1 Does unit have a minimum of 32 channels? X YES ___ NO
- 8.2 Does unit have 36.0 to 50.0 MHZ. of frequency spread and includes 47 MHZ. range?
37.0 TO 50.0 MHZ ___ YES X NO
- 8.3 Does unit have Front Microphone/Program Jack with a minimum of 8 character alpha numeric scan? SIDE MIC JACK - NOT FRONT X YES X NO
8 CHARACTER ALPHA - YES
- 8.3.1 Does unit have capability for user addition of talk around button with programmable transmit offset? X YES ___ NO
- 8.3.2 Is convertible accessories available to purchase? X YES ___ NO
- 8.3.3 Does unit have long term memory backup to allow operation on the ignition switch without loss of selected channel? X YES ___ NO
- 8.4 Is the unit programmable by PC for Windows NT, 2000, XP and is the necessary software provided? X YES ___ NO
- 8.5.1 Is Sensitivity @ 12db EIA SINAD : .25uv or better? X YES ___ NO
- 8.5.2 Is Selectivity : -75db or better? X YES ___ NO
- 8.5.3 Is Intermodulation : -70db or better? X YES ___ NO
- 8.5.4 Is Spurious Rejection : -70db or better? X YES ___ NO
- 8.5.5 Is Frequency Spread : 12.0 MHZ or better? X YES ___ NO
- 8.5.6 Is Audio Output : 10 watts external at 5% distortion? X YES ___ NO
- 8.6.1 Is output power : 65 watts or greater? X YES ___ NO

8.6.2 Is Frequency Stability : +/- 0.0005%?

YES NO

8.6.3 Is Spurious & Harmonics -62db or better ?

YES NO

8.6.4 Is FM Noise : -45db or better ?

YES NO

8.6.5 Is audio Distortion : less than 3% ?

YES NO

8.6.6 Is frequency Separation : 12.0MHZ or better ?

YES NO

WV-96
Rev 5/94

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1 ARBITRATION - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2 HOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3 GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4 TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5 PAYMENT - Any references to prepayment are deleted. Payment will be in arrears.
- 6 INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7 RECOUPMENT - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8 FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9 STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10 SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11 ATTORNEY FEES - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12 ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13 LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14 RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- 15 TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16 RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17 INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18 RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19 ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20 AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: ProCom, A DIVISION OF
SOUTHWEST RADIO SALES, INC.

Signed: Danly Pave

Title: PRESIDENT

Date: FEB. 23, 2007

A F F I D A V I T

West Virginia Code §5A-3-10a states:

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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: No Comm, A DIVISION OF SOUTHWEST RADIO SALES, INC.

Authorized Signature: [Signature] Date: FEB 23, 2007