



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
FOR09002

PAGE
1

ADDRESS-CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 804-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

Staley Communication
 2 22nd St
 Wvg. WV 26003

SHIP TO

DIVISION OF FORESTRY

BUILDING 13
 4720 BRENDA LANE
 CHARLESTON, WV
 25312

558-2788

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/28/2008				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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0001	1	LS		725-74	\$ 2427.18	\$ 327,669.30
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TWO-WAY RADIOS, PORTABLE Mobiles
 * includes standard mic.

THE WEST VIRGINIA PURCHASING DIVISUIN, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF FORESTRY, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS FOR AN OPEN-END CONTRACT TO PROVIDE BENDIX KING DMH MOBILE RADIOS OR EQUAL AND MICROPHONES, PER THE ATTACHED SPECIFICATIONS.

EXHIBIT 3

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 12/01/08 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.

UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE

RECEIVED

2008 NOV 12 A 10:06

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Chapelle</i>	TELEPHONE 800-999-3723	DATE 10/11/08
TITLE Sales Mgr	FEIN 340905433	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid
3. 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 \$125 fee
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
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 may be deemed null and void, and 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 Cover Entity (45 CFR §160 103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case of discrepancy
5. All quotations are considered F O B destination unless alternate shipping terms are clearly identified in the quotation
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
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ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

ORDERING

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Staley Communication
 2 22nd St
 Wvg WV 26003

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/28/2008				

BID OPENING DATE: 11/12/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chris Alston</i>	TELEPHONE 800-999-3723	DATE 10/11/08
TITLE Sales Mgr	FEN 34-0905433	ADDRESS CHANGES TO BE NOTED ABOVE

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



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BID OPENING DATE:	11/12/2008	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 04/11/2001						
EXHIBIT 6						
PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER PRICE ADJUSTMENTS AT THE TIME OF CONTRACT RENEWAL ONLY. PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIV DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chip Alston</i>	TELEPHONE 800-999-3723	DATE 10/11/08
TITLE Sales Mgr	FEIN 34-0905433	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chip Glass</i>	TELEPHONE 800-999-3723	DATE 10/11/08
TITLE Sales Mgr	FEN 34-0905433	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
 Department of Administration
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 FRANK WHITTAKER
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE
 Staley Communication
 2 22nd St
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10/28/2008				

BID OPENING DATE: 11/12/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 44 RFQ NO.: FOR09002 BID OPENING DATE: 11/12/2008 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-232-5698 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Chip Calissie -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chip Calissie</i>	TELEPHONE 800-999-3723	DATE 10/11/08
TITLE Sales Mgr	FEIN 34-0905433	ADDRESS CHANGES TO BE NOTED ABOVE

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 304-558-2316

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Staley Communication
 2 22nd St
 Wvg WV 26003

DIVISION OF FORESTRY

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ FOR09002 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chip Alsd</i>	TELEPHONE 800-999-3723	DATE 10/11/08
TITLE Sales Mgr	FEIN 34-0905433	ADDRESS CHANGES TO BE NOTED ABOVE

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

09-FOR-002 MOBILE RADIO SPECIFICATIONS

7

REQUIRED: RADIO MUST BE COMPLETELY COMPATIBLE WITH EXISTING AGENCY BENDIX KING HANDHELD RADIOS, MODEL #DPHX5102X

NOTE: ANY BID SPECIFYING AN ALTERNATIVE RADIO MUST INCLUDE SPECIFICATIONS ON THE RADIO

ANY VENDOR BIDDING ALTERNATIVE RADIOS WILL BE **REQUIRED** TO DEMONSTRATE FULL COMPATIBILITY ON-SITE TO AGENCY PERSONNEL

Radio must be completely field programmable with keypad for simplified programming

** Does not comply. Spec is proprietary to Bendix King equipment.*

REQUIRED: Radio must be capable of cloning to or from existing portable radio models GPH, GMH EPH, and LPH

** Does not comply. Spec is proprietary to Bendix King equipment.*

Radio must have one-line alpha-numeric display

Radio must have 'FLASH' technology

REQUIRED: Radio must have true digital-analog mixed mode operations

REQUIRED: Minimum 400 channels, 25 users groups with 16 channels per group

REQUIRED: Minimum 136-174 MHz VHF frequency range

Radio must have 15-50 watts programmable power in either standard dash-mount or remote-mount configurations

REQUIRED: Radio must meet all APCO P25 requirements

Radio must have availability of OTAR option (option to be purchased separately and not included in the price of bid)

Radio must have availability of DES/AES Encryption (option to be purchased separately and not included in the price of bid)

Radio must have unit-to-unit calls with auto-callback

Radio must have channel and priority scan, talkback scan

REQUIRED: Radio must have a weatherproof design

REQUIRED: Radios must have a one-year warranty with the option to purchase an additional warranty

REQUIRED: Radio must meet MIL-STD 810 and NIFC fire certification specifications

** NIFC fire certification pertains to portable radios*

REQUIRED: Radio must be FCC compliant at time of bid submission

REQUIRED: Radios must be accompanied by all required vehicle installation hardware (mounts, wires, antennas)

09-FOR-002 MOBILE RADIO - BID FORM			
Description *	* Estimated Purchase Quantity	** Price per unit	Extended Price
Bendix King Model DMH Mobile Radio (or equal - specify brand and model)	135	\$ 2,427.18	\$ 327,669.30
Desktop microphone for the above	8	\$ 108.00	\$ 864.00
16 key microphone for the above	127	\$ 199.00	\$ 25,146.00
		TOTAL	
Bidder/Vendor Information			
Name:	Staley Communication		
Address:	2 22nd St Wyg WV 26003		
Phone #:	800.999.3723		
E-mail Address:	CCALISSIE@Staley.com.com		
Website:	www.Staley.com.com		
Contract Coordinator Information			
Name:	Chip Calissie		
Address:	2 22nd Street		
Phone #:	800.999.3723 ext 1505		
E-mail Address:	CCALISSIE@Staley.com.com		
* Quantities are estimated usage for bidding purposes and bidder's information.			
** Delivery is to be included in the price of the items listed on this form. Standard 30 day delivery required.			

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37 (Does not apply to construction contracts) *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Staley Communication Signed: Chip Aluse
 Date: 10/11/08 Title: Sales Mgr

*Check any combination of preference consideration(s) indicated above which you are entitled to receive

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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 is in compliance with the requirements as stated.

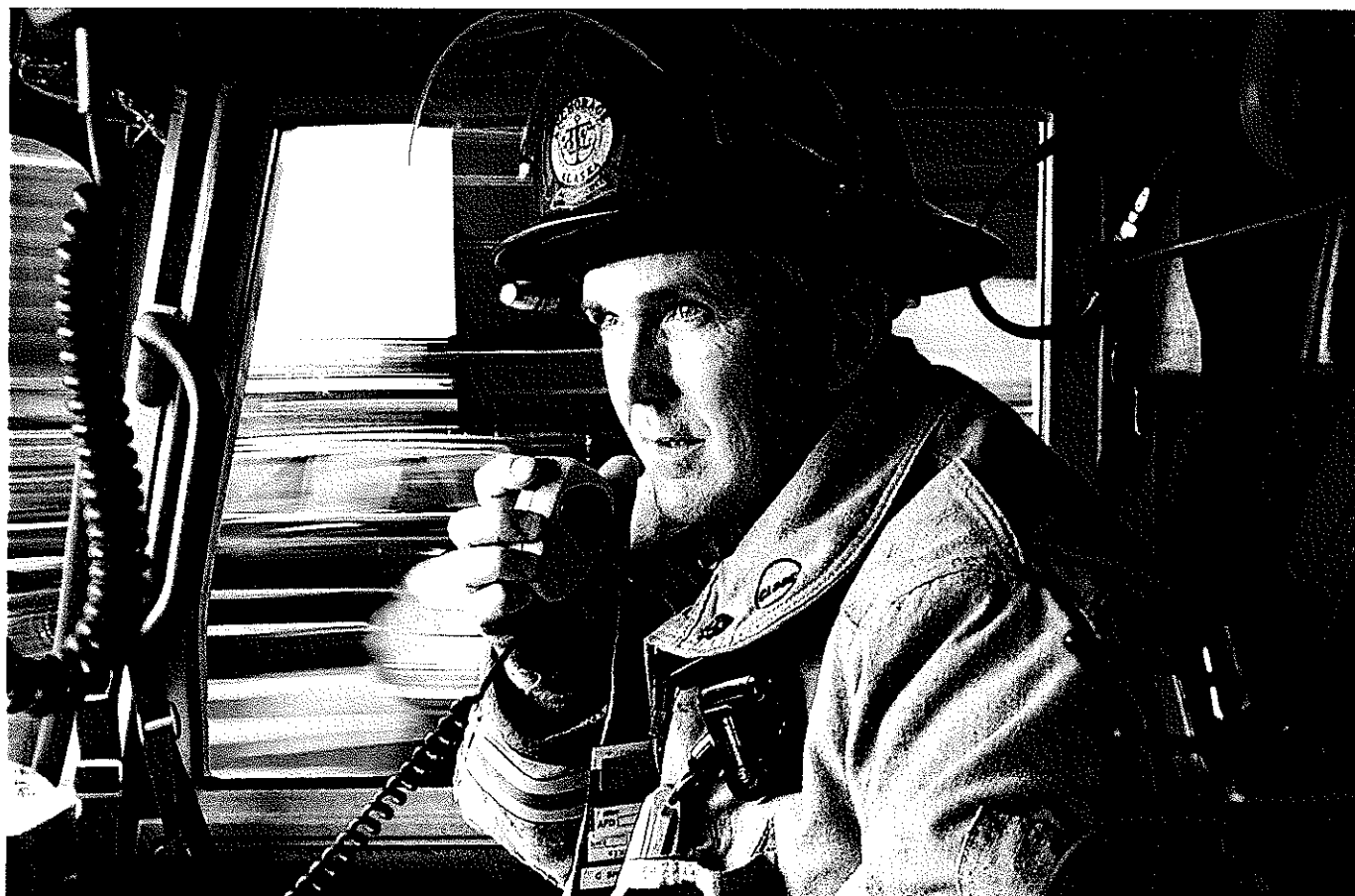
Vendor's Name: Staley Communication

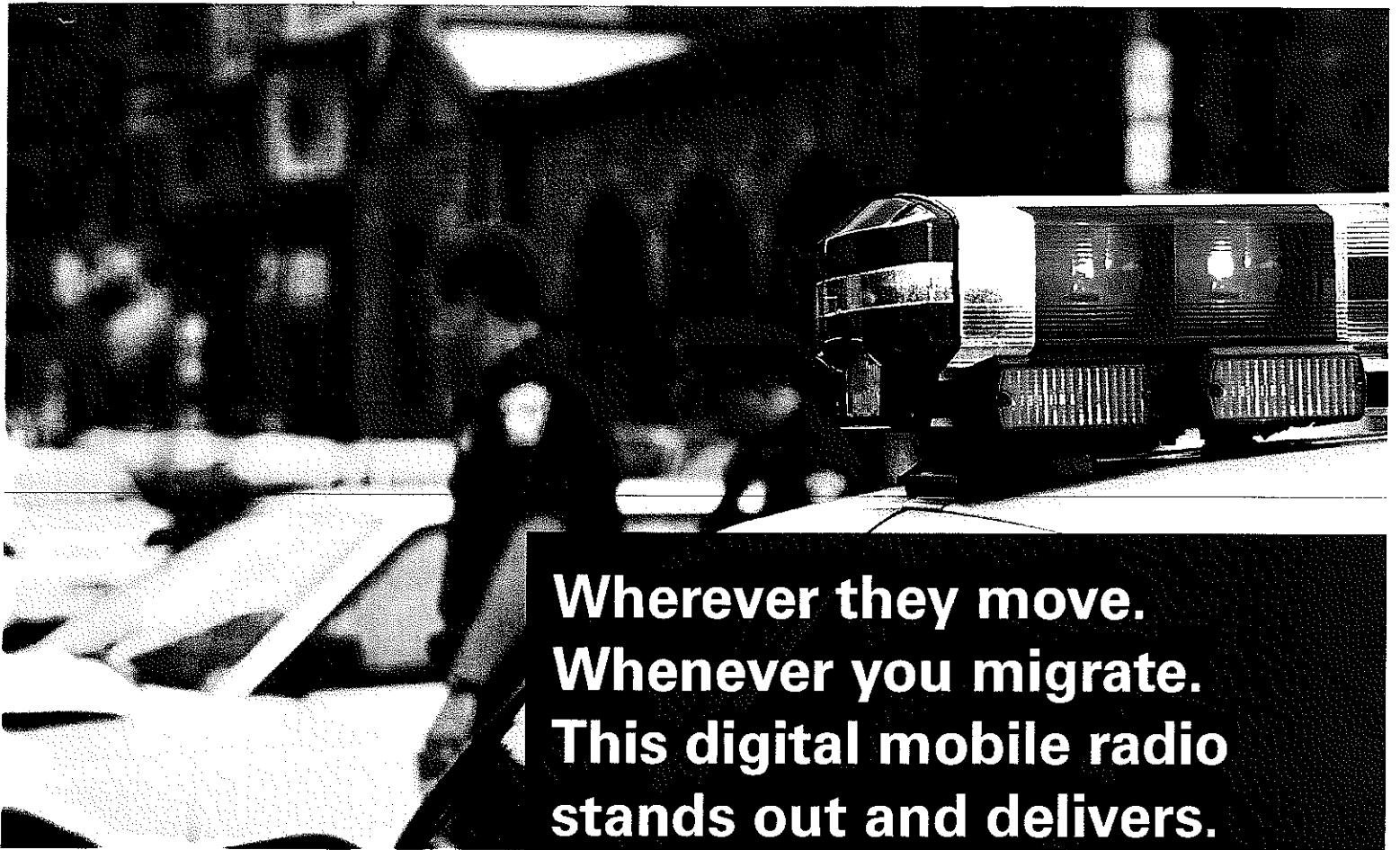
Authorized Signature: Chip Calvert Date: 10/11/08



A digital mobile radio that does it all.

ASTRO® XTLL™ 2500 Digital Mobile Radio



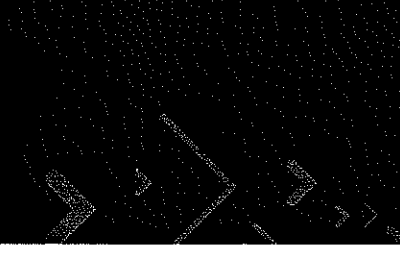
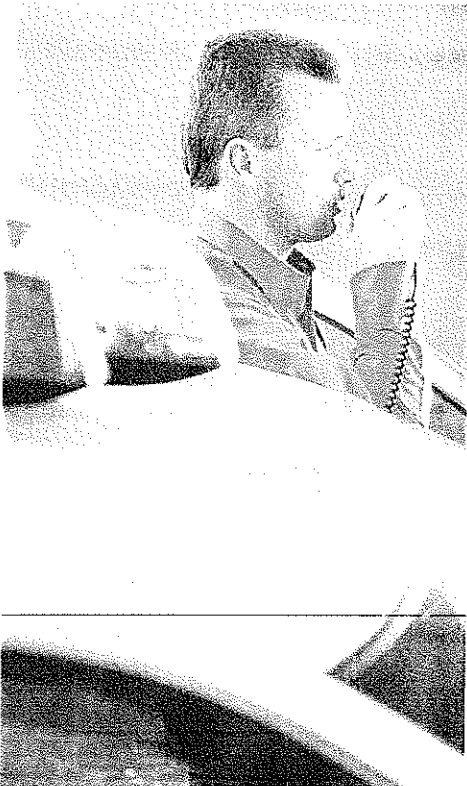


**Wherever they move.
Whenever you migrate.
This digital mobile radio
stands out and delivers.**

ASTRO® XTL™ 2500 Digital Mobile Radio

You asked for a dynamic radio designed for those on the move. Robust, reliable and easy for responders to use. A Project 25 compliant digital mobile radio that effortlessly adapts to a wide range of groups, from local jurisdictions to federal agencies to mission critical operations.

Motorola presents a high performance mobile radio that delivers this and more. The XTL 2500 digital mobile radio combines leading edge technology, advanced features and ergonomic design. To make digital or analog communications remarkably clear, consistent and uncompromising.



Superbly engineered to work wherever you do.

Look to Motorola to create advanced technology, to help mobile users respond most effectively together. We back our solutions with a genuine commitment to signature quality, rugged reliability, and expert support. No one responds to your needs like Motorola, the leading provider of interoperable communications for public safety.

DESIGNED BY THE BEST ENGINEERS AT MOTOROLA

- Leading edge technology
- Tough, robust, made for the rigors of response
- Ergo-designed for true ease of use
- Ultra-readable tri-color backlit LCD display
- Dual mode operation: digital and analog
- 870 channels
5 programmable buttons
- P25 compliant interoperable voice signaling
- Encryption capable
- Data capable
- FLASHport™ support
- Compatible with most ASTRO/XTL accessories
- Dual control head
- Text Messaging (requires IV&D capability)
- OTAP (Over the air programming)
- Tactical OTAR (Over the air re-keying)

We listened to our users and designed a digital mobile radio that delivers it all.

Simply smarter ergonomic design

We developed this mobile radio with first responders in mind. Starting with an XTL platform that offers a common user interface across tiers to streamline training. Then we added programmable buttons, accessible menus, large knobs and tri-color backlighting to power up its effectiveness in two-way operations. An updated 14-digit alphanumeric LCD display provides remarkable clarity in all types of light, even while wearing polarized sunglasses.

Real-world robust and mission-critical tough

We designed this mobile with the most demanding environments in mind. It's tough-as-nails, with a high quality transceiver that withstands the harsh conditions users often face in day-to-day operations. Dust, blowing rain, vibration or shock, this robust performer takes it on.

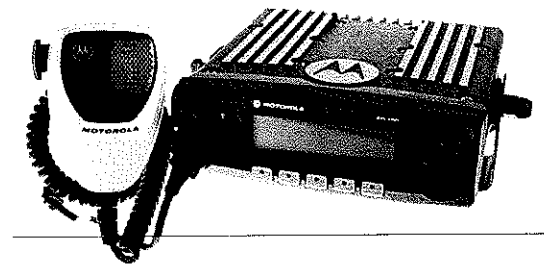
Ease of operation and migration in one

Whether you're upgrading from analog to digital or moving from a legacy to next generation network, this radio acts as an affordable migration solution. This tough performer is a powerful choice for P25 interoperability, too. It supports encryption, is data capable and available in mid and high power models.

The XTL 2500 mobile radio is capable of operating in analog, digital, trunked and conventional modes and is offered in the following frequency bands: 136-174 MHz, 380-470 MHz, 450-520 MHz and 764-870 MHz frequency bands.

Make the right move for mission-critical

Call your Motorola Account Manager or visit www.motorola.com/governmentandpublicsafety





Over 70 years of understanding the needs of government
In today's world you need a partner with experience and expertise. That is why Motorola has been a leading provider of interoperable communications for government agencies. Our experience, along with our skills, people, partnerships and alliances allow us to build innovative, fully integrated technologies; ensuring always available, always secure information to make critical decisions when and where they are needed. We are committed to bringing all of our knowledge and technical expertise together so that you can focus on your mission.

MOTOA4™ Mission Critical Portfolio

The Motorola XTL™ 2500 Digital Portable Radio is part of the MOTOA4 Mission Critical portfolio of products—putting real-time information in the hands of federal personnel, providing better decisions for better outcomes. It's "Technology That's Second Nature™".



MOTOROLA

Motorola, Inc

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ASTRO® XTL™ 2500

Digital Mobile Radio

MODEL FEATURES

Frequency Bands

- 136-174 MHz
- 380-470 MHz
- 450-520 MHz
- 764-870 MHz

Power Levels

- 10-50 Watt (136-174 MHz)
- 10-40 Watt (380-470 MHz)
- 10-45 Watt (450-520 MHz)
- 10-35 Watt (764-870 MHz)
- 25-110 Watt (136-174 MHz)
- 25-110 Watt (380-470 MHz)

512 Channels (Standard)

Dual mode operation (ASTRO Digital and Analog)

9600 and 3600 Baud capable

Project 25 capability on Conventional and Trunking systems

Type II Trunking Only

Project 25 compliance interoperable voice signaling features

Integrated voice and data capable

Bandwidth Receiver

- 12 5/25/30 kHz (analog) – 136-174 MHz
- 12 5/25 kHz (analog) – 380-470 MHz and 450-520 MHz
- 12 5/20/25 kHz (analog) – 764-870 MHz

12 5 kHz bandwidth receiver (digital)

5 Programmable buttons x 4 deep in menu functions

14 digit character display

Tri-color Backlit LCD display

Emergency button

Multi level display dim button

Dash/Remote mount

Meets Military Specs 810 (C,D, E and F)



Utilizes Windows®-based customer software programming

Built in FLASHport™ support

Optional Keypad microphone

External Speaker

USB/RS232 connectivity

Optional Siren PA

Optional DEK

Upgradable

Encryption Capable:

- Type III (optional)
- Allows for MultiKey for single algorithms ONLY
- Algorithms supported:
 - DVI-XL
 - DVP-XL
 - DES
 - DES-XL
 - DES-OFB
 - AES
 - Advanced Digital Privacy (ADP)

Dual Control Head

OTAP (Over-the-air programming)

Tactical OTAR (Over-the-air re-keying)

Text Messaging

Motorola's XTL 2500 Project 25 compliant mobile radio is tough and well suited for users in Police, Fire, EMS, State/Local/Federal Government agencies. Taking into consideration your work environment and various job responsibilities, this robust mobile radio will support the type of consistent, high quality communication you need. The XTL 2500 digital mobile radio supports APCO Project 25 and is available in 136-174 MHz,

380-470MHz, 450-520 MHz 764-870 MHz frequency bands and supports the accessories common to the XTL 5000 mobile radio.

The XTL 2500 digital mobile radio is specifically designed to meet the needs of your organization. When you want high performance, quality, and reliability in your daily communications, the XTL 2500 digital mobile radio is the radio of choice.

SPECIFICATION SHEET

ASTRO® XTL™ 2500
Digital Mobile Radio

GENERAL PERFORMANCE SPECIFICATIONS

Frequency range	136-174 MHz 380-470 MHz 450-520 MHz 764-870 MHz
Modulation	C4FM of QPSK-C family (Compatible 4-Level Frequency Modulation and Compatible Quadrature Phase Shift Keying)
Protocol	Project 25-CAI 4.4 kbps IMBE 2.8 kbps Error Correction Coding 2.4 kbps Embedded Signaling
Channel Bandwidth	
Analog	12.5/25/30 kHz (136-174 MHz) 12.5/25 kHz (380-470 MHz and 450-520 MHz); 12.5/20/25 kHz (764-870 MHz)
Digital	12.5 kHz

VOICE CODER

Voice Coding Method IMBE (CAI)	Improved Multi Band Excitation (IMBE)
Voice Truncation	None
Frame Re-sync Interval	180 mSec (Clear Digital Mode)
Forward Error Correction	Golay code
Error Mitigation Project 25-CAI (IMBE)	
Dual Level	Level 1: Extrapolates and replaces 20 mSec voice frames that exceed the error correction algorithm tolerance Level 2: Progressive muting of 20 mSec voice frames that are too severely damaged for Level 1 replacement
Code Book Structure	APCO Project 25 (IMBE): No code book

SIGNALLING (ASTRO MODE)

Signalling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions

SPEAKER

Dimensions	5.5" x 5.5" x 2.5" (139.7 x 139.7 x 63.5 mm) (Excluding mounting bracket)
Weight	1.5 lbs (0.68 kg)

MOBILE

Dimensions	Mid Power Radio Transceiver 2" x 7" x 7.8" (50.8 x 177.8 x 198.1 mm) Control Head 2.35" x 7.1" x 2.5" (59.7 x 180.3 x 63.5 mm) Mid Power Radio Transceiver and Control Head-Dash Mount 2.35" x 7.1" x 9.1" (59.7 x 180.3 x 231.1 mm) High Power Transceiver 2.765" x 8.08" x 12.31" (70.2 x 205.2 x 312.7 mm)
Weight	Mid Power Radio Transceiver and Control Head 6.1 lbs (2.77 kg) (764-870 MHz and 136-174 MHz) 6.1 lbs (2.77 kg) (380-470 MHz and 450-520 MHz) High Power Radio Transceiver with Handle 8.8 lbs (3.99 kg) (136-174 MHz and 380-470 MHz)

SPECIFICATION SHEET

ASTRO® XTL™ 2500
Digital Mobile Radio

TRANSMITTER – TYPICAL PERFORMANCE SPECIFICATIONS

Frequency	764-776 MHz 794-806 MHz 806-825 MHz 851-870 MHz	380-470 MHz (Range 1) and 450-520 MHz (Range 2)	136-174 MHz
RF Power	10-30W (764-806 MHz) 10-35W (806-870 MHz)	10-45W (450-500 MHz) 10-40W (500-512 MHz) 10-25W (512-520 MHz)	10-50W or 25-110W
Max Freq Separation	Full Bandsplit	Ref Above Bandsplit	Full Bandsplit
Freq Stability Operating Freq Accuracy (-30°C to +60°C; +25°C Ref) - 700/800 & UHF (± 2 ppm (-30°C to +60°C) - VHF	15 ppm	2 ppm	2 ppm
Modulation Limiting 25/20 kHz 25 kHz 25/30 kHz channel 12.5 kHz channel	±5 kHz +/-4 kHz (NPSPAC) ±2.5 kHz	±5 kHz ±2.5 kHz	±5 kHz ±2.5 kHz
Modulation Fidelity (C4FM) 12.5 kHz digital channel	±2.8 kHz	±2.8 kHz	±2.8 kHz
Channel Spacing Analog	12.5/20/25 kHz	12.5/25 kHz	12.5/25/30 kHz
FM Hum and Noise 20/25 kHz 25 kHz 20/25 kHz 12.5 kHz	40 dB 34 dB	45 dB 40 dB	50 dB 40 dB
Emissions (GNSS=Global Navigation Satellite System)	Conducted -85 dBc (GNSS)	Radiated -40 dBm (GNSS)	Conducted -85 dBc Radiated -20 dBm
Audio Response (6 dB/Octave Pre-emphasis from 300 to 3000 Hz)	+1, -3 dB (EIA)	+1, -3 dB (EIA)	+1, -3 dB (EIA)
Audio Distortion per EIA	2%	2%	2%

POWER AND BATTERY DRAIN

Model Type	136-174 MHz 380-470 MHz 450-520 MHz 764-870 MHz
Minimum RF Power Output	10-50 Watt (136-174 MHz) 10-40 Watt (380-470 MHz) 10-45 Watt (450-520 MHz) 10-35 Watt (764-870 MHz) 25-110 Watt (136-174 MHz) 25-110 Watt (380-470 MHz)
Operation	12V DC Negative Ground
Standby at 13.8V	136-174 MHz (10-50 Watt) 0.85A 380-470 MHz (10-40 Watt) 0.85A 450-520 MHz (10-45 Watt) 0.85A 764-870 MHz (10-35 Watt) 0.85A 136-174 MHz (25-110 Watt) 0.85A 380-470 MHz (25-110 Watt) 0.85A
Receive at Rate Audio at 13.8V	136-174 MHz (10-50 Watt) 3.2A 380-470 MHz (10-40 Watt) 3.2A 450-520 MHz (10-45 Watt) 3.2A 764-870 MHz (10-35 Watt) 3.2A 136-174 MHz (25-110 Watt) 3.2A 380-470 MHz (25-110 Watt) 3.2A
Transmit Current (A) at Rated Power (W)	136-174 MHz (10-50 Watt) 13A (50W) 380-470 MHz (10-40 Watt) 11A (40W) 450-520 MHz (10-45 Watt) 11A (45W) 764-870 MHz (10-35 Watt) 12A (35W) 136-174 MHz (25-110 Watt) 20A (100W) 380-470 MHz (25-110 Watt) 24A (100W)

FCCTYPE ACCEPTANCE ID

Band	Output Power	Transmitter Number
136-174 MHz	10-50 W	AZ492FT3806
380-470MHz	10-40 W	AZ492FT4862
450-520 MHz	10-45 W	AZ492FT4867
764-870 MHz	10-35 W	AZ492FT5823
136-174 MHz	25-110 W	AZ492FT3808
380-470 MHz	25-110 W	AZ492FT4870

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-30°C / +60°C
Storage Temperature	-55°C / +85°C
Ingress Protection	IP54 certified

SPECIFICATION SHEET

ASTRO[®] XTL[™] 2500
Digital Mobile Radio

RECEIVER – TYPICAL PERFORMANCE SPECIFICATIONS

Frequency	764-776 MHz 794-806 MHz 806-825 MHz 851-870 MHz	380-470 MHz (Range 1) and 450-520 MHz (Range 2)	136-174 MHz		
Channel Spacing	12.5 / 20 / 25 kHz	12.5 / 25 kHz	12.5 / 25 / 30 kHz		
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit		
Analog Sensitivity		Pre-amp	Standard	Pre-Amp	Standard
20 dB Quieting	30 µV	0.25 µV	0.40 µV	0.25 µV	0.40 µV
12 dB SINAD per EIA	25 µV	0.20 µV	0.30 µV	0.20 µV	0.30 µV
Digital Sensitivity					
1% BER (12.5 kHz channel)	30 µV	0.25 µV	0.40 µV	0.25 µV	0.40 µV
5% BER (12.5 kHz channel)	25 µV	0.20 µV	0.30 µV	0.20 µV	0.30 µV
Intermodulation Distortion	80 dB	80 dB	85 dB	80 dB	85 dB
Spurious Response Rejection	90 dB	90 dB	90 dB	90 dB	90 dB
Audio Output Power at 3% distortion (External/Internal Speaker)	7.5 W (8 Ω ext. speaker) 13 W (3.2 Ω ext. speaker)	7.5 W (8 Ω ext. speaker) 13 W (3.2 Ω ext. speaker)	7.5 W (8 Ω ext. speaker) 13 W (3.2 Ω ext. speaker)		
Adjacent Channel Rejection Selectivity (12.5 kHz/25 kHz)	65 dB / 80 dB	75 dB / 82 dB	70 dB / 90 dB		
Audio Response (6 dB/Octave De-emphasis from 300 to 3000 Hz)	+1, -3 dB (EIA)	+1, -3 dB (EIA)	+1, -3 dB (EIA)		

MILITARY STANDARDS 810 C, D, E & F

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F	
	Method	Proc./Cat	Method	Proc./Cat	Method	Proc./Cat.	Method	Proc./Cat
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II
High Temperature Storage	501.1	I	501.2	I/A1	501.3	I/A1	501.4	I/Hot
High Temperature Operational	501.1	II	501.2	II/A1	501.3	II/A1	501.4	I/Hot
Low Temperature Storage	502.1	I	502.2	I/C3	502.3	I/C3	502.4	I/C3
Low Temperature Operational	502.1	I	502.2	II/C1	502.3	II/C1	502.4	II/C1
Temperature Shock	503.1	-	503.2	I/A1-C3	503.3	I/A1-C3	503.4	I/Hot-C3
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I
Rain Blowing	506.1	I	506.2	I	506.3	I	506.4	I
Rain Steady	506.1	II	506.2	II	506.3	II	506.4	III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-
Salt Fog	509.1	-	509.2	-	509.3	-	509.4	-
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I
Blowing Sand			510.2	II	510.3	II	510.4	II
Vibration Minimum Integrity	514.2	VIII/F, Curve-W	514.3	I/10	514.4	I/10	514.5	I/24
Vibration Loose Cargo			514.3	II/3	514.4	II/3	514.5	II/5
Shock Functional	516.2	I	516.3	I	516.4	I	516.5	I
Shock Crash Hazard	516.2	III	516.3	V	516.4	V	516.5	V
Shock Bench Handling	516.2	V	516.3	VI	516.4	VI	516.5	VI



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