



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  
 PTR09038

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

*Hughes Supply Co.  
 300 Rural Acres Drive  
 Beckley, WV 25801*

DIVISION OF PUBLIC TRANSIT

BUILDING 5, ROOM 906  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0432 304-558-0428

DATE PRINTED 06/08/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 06/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	10	EA		725-74		
MOBILE RADIOS WITH 100 WATT UHF						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF PUBLIC TRANSIT, IS SOLICITING BIDS FOR A CONTRACT FOR THE PURCHASE OF TEN (10) MOBILE RADIOS WITH 100 WATT UHF ANTENNAS, MICS, 40 WATT DESKTOP CONTROL STATION WITH LOCAL DIA-POLE UHF ANTENNA, AND REPEATER PER THE ATTACHED SPECIFICATIONS.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE</p>						

RECEIVED  
 2009 JUN 17 PM 1:12  
 WV PURCHASING DIVISION

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'

**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, the State may deem this contract null and void, and terminate such contract 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."

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**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



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ROBERT

*Hughes Supply Co.  
 300 Rural Acres Dr  
 Beckley Wv 25801*

SHIP TO

DIVISION OF PUBLIC TRANSIT  
 BUILDING 5, ROOM 906  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0432 304-558-0428

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/08/2009				
BID OPENING DATE: 06/17/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BARBOUR COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p>						

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<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p>						

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<p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p>						

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**PTR09038**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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VENDOR

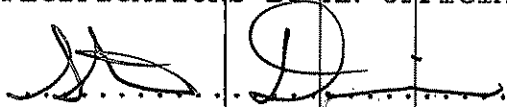
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BID OPENING DATE: **06/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
 ..... SIGNATURE						
<i>Hughes Supply Co.</i> ..... COMPANY						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
.....DATE						
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: .... <i>Hughes Supply Co.</i> .....						
CONTRACTORS LICENSE NO.: .... <i>WV 043081</i> .....						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS						

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<p>PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">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: 44</p> <p>REQ. NO.: PTR09038</p>						

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BID OPENING DATE:				<b>06/17/09</b>		
BID OPENING TIME:				<b>01:30 PM</b>		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				<b>304-252-6411</b>		
-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
				<b>Steven Dinkler</b>		
-----						
***** THIS IS THE END OF RFQ PTR09038 ***** TOTAL:						<b>34,276.<sup>00</sup></b>

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Technical Specifications  
For The Procurement Of  
Two-Way Radio Communication Equipment

**SCOPE:**

The technical specifications establish requirements for 100 watt UHF mobile radios, speakers, microphones, antennas and a 40 watt UHF desk top mount control station with a local dia-pole UHF antenna and transmission line.

The radio system must be in compliance with all current and must meet the NEW Narrowbanding January 1, 2013 FCC Requirements.

The vendor shall comply with all applicable federal and state regulations in the manufacturing of the mobile radio units and the attached federal terms and conditions.

All units or parts not specified shall be manufacturer's best quality and shall conform in material, design or workmanship to the best practice known. All parts shall be new. No parts will be accepted if used, reconditioned or obsolete.

The price for each mobile radio and control station shall be submitted in whole dollars only including the shipping, handling, materials, one time hook up repeater fees and complete installation within 72 hours of delivery, programming cost and the liaison for the transit system if system is required to obtain a FCC license permit at the transit system's location.

The transit system will be renting the use of a tower near Philippi, WV. The tower contact information is The City of Philippi, WV, Mr. Buddy Shreve (304) 457-3700.

Two copies of the bid shall be sent to the West Virginia Division of Purchasing prior to the deadline of the bid opening. One Bid marked for West Virginia Division of Public Transit.

**GENERAL SPECIFICATIONS:**

**VEHICLE RADIOS: (10) Ten Units**

100 watts Two-Way Mobile Radio with UHF loaded RAE-4014 ARB antenna, microphones, mounting hardware, power, ignition sense and mounting cable, user guide on CD and 7.5 Watt speaker. Motorola Model # PM 1500 Professional Series or Equal.

Each radio shall be equipped with a Motorola Emergency Foot Switch Model # HLN5113B or Equal to allow notification from the radio to the base unit in case of emergency. All hardware, software and installation to be included in base price.

**BASE STATION: (1) One Unit**

40 watt desk top mount control station with a local 4 bay DIA-pole UHF antenna #65143, transmission line, tone remote adapter and (3) three desktop remotes and kit(s) to connect to base unit. Motorola Model # CM-200 base with power control # HKN-9455, power supply # HPN-4007, desk mic # RMN-5068 and desk tray and speaker # RLN-5390 or Equal. 150 feet of transmission line is estimated to be used. ½ Heliac type cable to be used or equal. Lighting and A/C power protection is required.

Base station shall have the capabilities of receiving the Motorola Emergency Foot Switch notification signal as stated above.

**REPEATER FOR TOWER: (1) One Unit**

Motorola MTR 2000 or Equal to be supplied to all installation, wiring, software hardware and all other materials to make it functional. Vendor will be responsible for installing repeater.

The bidder is requested to submit description, warranty information and complete literature information of the product with bid.

**IDENTIFICATION NUMBER:**

Each mobile radio and control station shall have an I.D. Number securely attached in the manner that it cannot be removed for the purpose of inventory and record keeping.

**WARRANTY:**

Each mobile radio, repeater and control station shall have a minimum of a written five-year warranty against all defects of the product.

**MANUALS:**

The vendor shall supply an operations and maintenance manual for each mobile radio, repeater and control station ordered. The vendor is requested to supply a copy with bid.

**TRAINING:**

The vendor shall have at its own expense one or more qualified instructor(s) who shall be available at the Recipient Agency(ies) property for a single day training session to conduct a complete training session on the usage of the complete system. The training shall be conducted within 3 days of complete installation of the equipment.

Buyer FW-44 Page \_\_\_\_\_ PO#PTR09038  
Spending Unit: Division of Public Transit  
Department of Transportation

**EQUIPMENT DELIVERY AND INSTALLATION LOCATION:**

**Here and There Transit**  
**Attn: Brenda Wilmoth, Director**  
**101 Church Street**  
**PO Box 146**  
**Philippi, WV 26416**  
**(304) 457-1818**

**BILLING INFORMATION:**

West Virginia Division of Public Transit  
1900 Kanawha Blvd., East  
Building 5, Room 906  
Charleston, WV 25305  
(304) 558-0428

PRICE SHEET  
PTR09038

			Extended Price
1. 100 Watt Mobile Radio	\$ <u>1,825.<sup>00</sup></u> each	10	\$ <u>18,250.<sup>00</sup></u>
2. 40 Watt Desk Top Console Station	\$ <u>5,026.<sup>00</sup></u> each	1	\$ <u>5,026.<sup>00</sup></u>
3. Repeater for Tower	\$ <u>11,000</u> each	1	\$ <u>11,000</u>
		TOTAL BID:	\$ <u>34,276.<sup>00</sup></u>

#1 - Alternate Kenwood TK-8904bk

#2 - Alternate Kenwood TK-8180 HK

#3 - Alternate Kenwood TKR8400

See Attached Spec. Sheets.

# KENWOOD

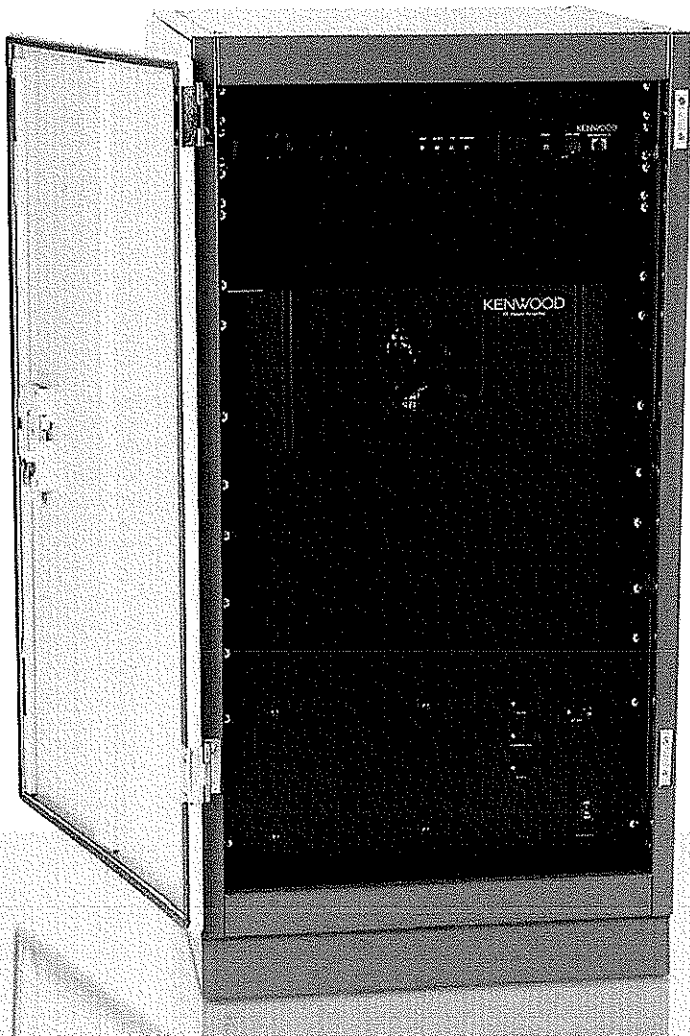
Listen to the Future

Repeater

## Repeaters & Base Stations

CONVENTIONAL VHF & UHF

Kenwood VHF & UHF Repeaters and Base Stations are designed for the demanding requirements of public safety, utility or heavy industrial applications where continuous duty operation is required.



- Continuous Duty Cycle
- Forced Air Cooling
- QT/DQT Controller Built-in
- Options Include:
  - Tone or DC remote control
  - Battery backup
- Available in several mounting configurations including racks, 42" or 77" cabinets
- Full line of duplexers/combiners also available



# Specifications

	TKR-7400S	TKR-7500S	TKR-8400S	TKR-8500S
<b>GENERAL</b>				
<b>VHF/UHF CONVENTIONAL REPEATERS &amp; BASE STATIONS</b>				
Frequency Range:				
K1	146 - 162 MHz	146 - 174 MHz	450 - 480 MHz	450 - 480 MHz
K2	158 - 174 MHz	136 - 150 MHz	480 - 512 MHz	480 - 512 MHz
K3	136 - 150 MHz	n/a	400 - 430 MHz	n/a
Base Station (Simplex):				
Number of Channels, Local*	32	16	32	16
Number of Channels, Tone Remote*	7	7	7	7
Number of Channels, DC Remote*	2	2	2	2
Repeater (Duplex):				
Number of Channels (typical)	1			
Channel Spacing:				
Wideband	30, 25 kHz	30, 25 kHz	25 kHz	25 kHz
Narrowband	15, 12.5 kHz	15, 12.5 kHz	12.5 kHz	12.5 kHz
PLL Channel Step	2.5, 5, 6.25 kHz	2.5, 5, 6.25, 7.5 kHz	5, 6.25 kHz	5, 6.25 kHz
Operating Voltage	115/230 VAC, 47-63 Hz			
Backup DC Voltage	13.4 VDC			
DC current requirement, standby	< 2.5 A*			
DC current requirement, transmit	<20 A at 110W	<25 A at 110W	<20 A at 100W	<25 A at 100W
Operating Temperature	-22 to +140F / -30 to +60C			
Frequency Stability	+/- 0.00015%	+/- 0.0002%	+/- 0.00015%	+/- 0.0002%
Antenna Impedance	50Ω			
FCC ID:				
K1	ALH30633110	ALH31103110	ALH30643110	ALH31113110
K2	ALH30633120	ALH31103120	ALH30643120	ALH31113120
K3	ALH30633130	n/a	ALH30643120	n/a
FCC Compliance:				
K1	FCC parts 22, 74, 90	FCC parts 22, 74, 90	FCC parts 22, 74, 90, 95	FCC parts 22, 74, 90, 95
K2	FCC parts 22, 74, 90	FCC parts 90, 90.210	FCC part 90	FCC parts 90, 90.210
K3	FCC parts 22, 74, 90	n/a	FCC part 90	n/a
IC Certification:				
K1	282195598A	282195726A	282195600A	282195725A
K2	282195598A	282195742A	n/a	n/a
K3	282195598A	n/a	282195600A	n/a
<b>RECEIVER</b>				
<b>TKR-7400S      TKR-7500S      TKR-8400S      TKR-8500S</b>				
Sensitivity:				
12 dB SINAD	0.30 μV	0.35 μV	0.30 μV	0.35 μV
20 dB Quieting	0.40 μV	0.45 μV	0.40 μV	0.45 μV
Selectivity				
Wideband (+/- 30 kHz)	95 dB	85 dB	n/a	n/a
Wideband (+/- 25 kHz)	n/a	n/a	90 dB	83 dB
Narrowband (+/- 15 kHz)	89 dB	80 dB	n/a	n/a
Narrowband (+/- 12.5 kHz)	87 dB	77 dB	80 dB	75 dB
Intermodulation Distortion				
Wideband (+/- 30, 60 kHz)	90 dB	80 dB	n/a	n/a
Wideband (+/- 25, 50 kHz)	n/a	n/a	85 dB	78 dB
Narrowband (+/- 15, 30 kHz)	85 dB	75 dB	n/a	n/a
Narrowband (+/- 12.5, 25 kHz)	n/a	n/a	80 dB	75 dB
Spurious & Image Rejection	100 dB	90 dB	100 dB	90 dB
FM Hum & Noise:				
Wideband	60 dB	50 dB	60 dB	50 dB
Narrowband	55 dB	45 dB	55 dB	45 dB
Audio Output, local speaker	4 W at < 2% distortion	4 W at < 5% distortion	4 W at < 2% distortion	4 W at < 5% distortion
Band Spread:				
K1	3 MHz	3 MHz	5 MHz	5 MHz
K2	3 MHz	3 MHz	5 MHz	5 MHz
K3	3 MHz	n/a	5 MHz	n/a
Measurement Compliance	EIA / TIA-204D	TIA / EIA-603	EIA / TIA-204D	TIA / EIA-603
<b>TRANSMITTER</b>				
<b>TKR-7400S      TKR-7500S      TKR-8400S      TKR-8500S</b>				
RF Power Output, no external amplifier	0.1 W to 5 W	15 W to 50 W	0.1 W to 5 W	15 W to 40 W
Duty Cycle, no external amplifier	100%	100% at 25 W	100%	100% at 25 W
RF Power Output with external amplifier*	40 W to 300 W*	40 W to 300 W*	40 W to 250 W*	40 W to 250 W*
Duty Cycle with external amplifier	100%			
Emission Designator:				
Wideband Voice	16K0F3E	16K0F3E	16K0F3E	16K0F3E
Wideband Data (POCSAG)	16K0F1D	n/a	16K0F1D	n/a
Narrowband Voice	11K0F3E	11K0F3E	11K0F3E	11K0F3E
Narrowband Data (POCSAG)	11K0F1D	n/a	11K0F1D	n/a
Spurious Response	70 dB	80 dB	70 dB	80 dB
FM Hum and Noise:				
Wideband	55 dB	50 dB	55 dB	50 dB
Narrowband	50 dB	45 dB	50 dB	45 dB
Local Microphone Impedance	600Ω			
Audio Distortion	< 0.5% at 1000 Hz	< 3% at 1000 Hz	< 0.5% at 1000 Hz	< 3% at 1000 Hz
Band Spread:				
K1	38 MHz	28 MHz	30 MHz	30 MHz
K2	38 MHz	14 MHz	32 MHz	32 MHz
K3	38 MHz	n/a	30 MHz	n/a
Measurement Compliance	EIA-152C	TIA / EIA-603	EIA-152C	TIA / EIA-603

\*Depends on configuration and equipment options.

Kenwood USA Corp. is committed to a policy of constant improvement in features, quality and performance. To accommodate these improvements, all technical information and specifications are subject to change without notice. Custom options and configurations are available, if needed. For more information, call 1-800-TRUNKING.

# KENWOOD

Kenwood U.S.A. Corporation  
 Communications Sector Headquarters  
 3970 Johns Creek Court, Suite 100, Suwanee, GA 30024-1265

Order Administration/Distribution  
 P.O. BOX 22745, 2201 East Dominguez St., Long Beach, CA 90801-5745



# KENWOOD

Listen to the Future

Base  
Station

## TK-7180(H)/8180(H)

VHF/UHF FM Mobile Radios

FleetSync®

### GENERAL FEATURES

- 30/50 W (136-174 MHz)
- 30/45 W (450-520, 400-470 MHz)
- Conventional & LTR® Zones
- MPT1327 Trunking Option
- Remote Control Head Option<sup>1</sup>
- 12 Character Alphanumeric Aliases
- Backlit Dot Matrix LCD
- 3-Digit Sub-Display
- Function / Status LCD Icons
- RSSI Indicator
- Date & 12/24 Hour Time Clock
- Transmit / Busy / Call Alert / Warn LED
- 6 Backlit PF Keys
- Emergency / AUX Key
- Enhanced Kenwood Audio
- Front Panel Speaker
- Companded Audio
- Voice Inversion Scrambler Built-in
- Easy Option Port
- Encryption / ANI Board Control
- VGS-1 Voice Guide / Storage Option
- Emergency Call Features
- DTMF Encode / Decode<sup>2</sup>
- Special Alert Tone Patterns<sup>3</sup>
- Call Key<sup>4</sup>
- Time Out Timer

- Busy Channel Lockout
- Timed Power Off
- DB-25 Accessory Connector<sup>5</sup>
- 9 Programmable AUX I/Os<sup>5</sup>
- 2 Programmable AUX Outputs<sup>5</sup>
- Ignition Sense<sup>6</sup>
- Public Address / Horn Alert Option<sup>7</sup>
- MIL-Spec Standard Mic
- MIL-Spec 12-Key DTMF Mic Option
- Windows® Programming & Tuning<sup>8</sup>
- Windows® Firmware Uploading<sup>8</sup>
- Front Panel Test / Tune
- Cloning
- MIL-STD-810 C/D/E/F
- MIL-STD "Driven-Rain"<sup>9</sup>
- IP-54/55 Water & Dust Intrusion<sup>9</sup>

### CONVENTIONAL ZONES

- 512 Channels / 128 Zones<sup>10</sup>
- QT / DQT
- Two-Tone Decode<sup>11</sup>
- Single / Two-Tone Encode<sup>11</sup>
- Operator Selectable Tone<sup>11</sup>

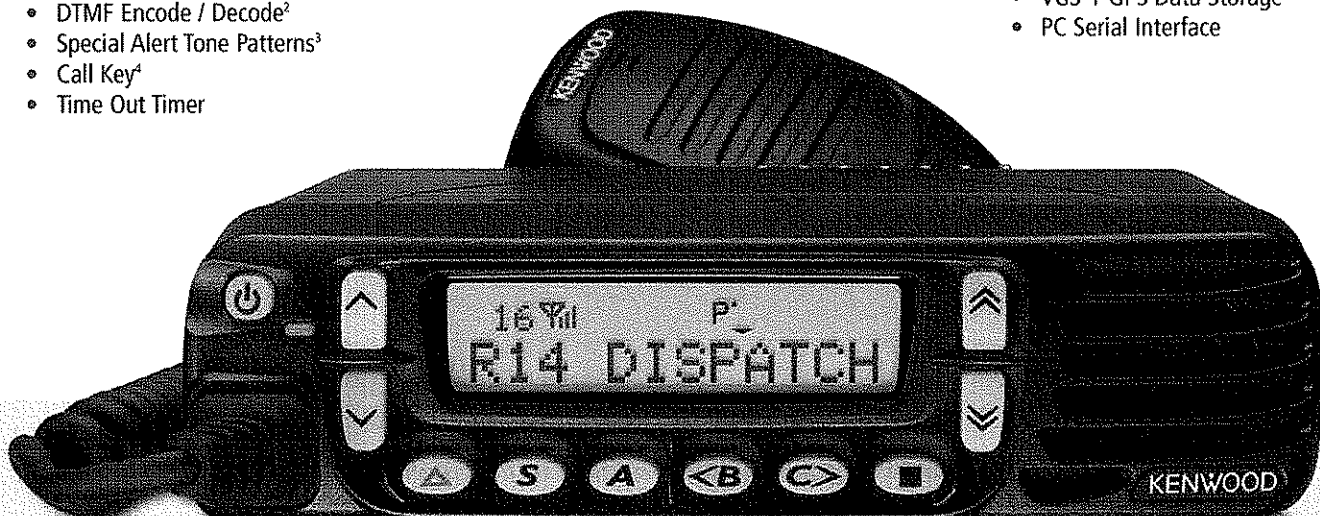
- Dual Priority Scan
- Single & Multi-Zone Scan
- List Scan

### TRUNKED ZONES

- 512 GID / 128 Zones<sup>10</sup>
- Kenwood LTR® Features<sup>12</sup>

### FleetSync®

- FleetSync® or FleetSync® II<sup>13</sup>
- PTT ID Digital ANI
- Selective Call & Group Call
- Status Messaging
- Emergency Status
- Caller ID Display
- Short & Long Text Messages<sup>14</sup>
- Power On/Off Status Messages
- Input / Output Status Messages
- FleetSync® GPS Ready<sup>15</sup>
- Send GPS PF Key<sup>15</sup>
- PTT ID & Emergency GPS Reporting<sup>15</sup>
- Status Message Block GPS Reporting<sup>15</sup>
- Ignition On/Off GPS Reporting<sup>15, 16</sup>
- VGS-1 GPS Data Storage<sup>15, 16</sup>
- PC Serial Interface



# Options

**KMC-35**  
Microphone  
(supplied microphone)



**KMC-36**  
Keypad Microphone



**KMC-9C**  
Control Station  
Desktop Microphone



**KRK-10**  
Control Head  
Remote Kit (23ft/7m)



**KCT-46**  
Ignition Sense Cable



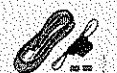
**KCT-40**  
Radio Interface Cable  
(for KDS-100, KGP-2A/2B)



**KCT-23M**  
DC Cable (Dash  
mount / 10 feet)



**KCT-23M3**  
DC Cable (Remote  
mount / 23 feet)



**KAP-2**  
Horn Alert/Public  
Address Relay Unit



**VGS-1**  
Voice Guide &  
Storage Unit



**KES-3**  
External Speaker



**KES-5**  
External Speaker  
(requires KAP-2)



**KMB-10**  
Key Lock Adapter



**KLF-2**  
Line Noise Filter



**KPS-10A**  
DC Power Supply



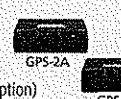
**KPS-15**  
DC Power Supply



**KDS-100**  
Mobile Data Terminal



**KGP-2A/2B**  
GPS Receiver /  
Modem Unit  
(requires KCT-39 option)



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-7180	TK-7180H	TK-8180	TK-8180H
<b>GENERAL</b>				
Frequency Range	136-174 MHz		450-520 MHz 450-512 MHz	
Type 1				
Type 2	-		400-470 MHz	
Number of Channels*	Max. 128 per Radio Max. 250 per Zones (Max. 512 [Conv.Ch's +GID's] total per Radio)			
Zone				
Ch/GID				
Channel Spacing	25 kHz, 30 kHz		25 kHz	
Wide	12.5 kHz, 15 kHz		12.5 kHz	
Narrow				
Operating Voltage	13.6 V DC±15 %			
Current Drain				
Standby	0.4 A	0.4 A	0.4 A	0.4 A
Receive	1.0 A	1.0 A	1.0 A	1.0 A
Transmit	9.0 A	13.0 A	9.0 A	13.0 A
Duty Cycle	Transmit: 20 %			
Operating Temperature Range	-22 °F ~ +140 °F (-30 °C ~ +60 °C)			
Frequency Stability	±0.00025 % (-22 °F ~ +140 °F)			
Antenna Impedance	50 Ω			
Channel Frequency Spread				
Type 1	38 MHz		70 MHz	
Type 2	-		70 MHz	
Dimensions (W x H x D), Projections not included	6-5/16" x 1-3/4" x 6-3/16" (160 mm x 45 mm x 157 mm)			
Weight (net)	3.3 lbs. (1.5 kg)			
FCC ID				
Type 1	K4437303110	K4437303210	K4437313110	K4437313210
Type 2-	-	-	K4437313120	K4437313220
IC Certification				
Type 1	282F-37303110	-	-	-
Type 2-	-	-	282F-37313120	-

\*Maximum capability depends on the number of programmed Zone and repeater channels.

# 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, III, V	516.3/Procedure I, IV, V	516.4/Procedure I, IV, V	516.5/Procedure I, IV, V
<b>International Protection Standard</b>				
Dust & Water Protection	P54: Radio itself P54/55: Remote Head with KRK-10			

\*To meet above MIL810 and IP grade, weather proof microphone KMC-35 or KMC-36 has to be connected.

Model	TK-7180	TK-7180H	TK-8180	TK-8180H
<b>RECEIVER (Measurements made per EIA/TIA-603)</b>				
Sensitivity (12dB SINAD)				
Wide			0.25 µV	
Narrow			0.28 µV	
Selectivity**				
Wide	80 dB		80 dB	
Narrow	70 dB		67 dB	
Intermodulation Distortion				
Wide/Narrow			75 dB (±50, 100 kHz)	
Spurious Response**	90 dB		85 dB	
Audio Output (4 Ω Impedance)	4 W with less than 5 % distortion			
<b>TRANSMITTER (Measurements made per EIA/TIA-603)</b>				
RF Output Power				
Type 1	30 to 1 W	50 to 10 W	30 to 1 W	45 to 10 W
Type 2	-	-	(490-520 MHz/75 to 1 W) (490-512 MHz/40 to 10 W)	30 to 1 W 45 to 10 W
Spurious Response	70 dB			
Type of Emission				
Wide	16K0F3E			
Narrow	11K0F3E			
FM Hum & Noise				
Wide	50 dB			
Narrow	45 dB			
Microphone Impedance	600 Ω			
Audio Distortion				
Wide/Narrow	3 %			

\*\* Typical specifications  
Kenwood follows a policy of continuous advancement in development. For this reason specifications may be changed without notice.

FleetSync™ is a registered trademark of Kenwood Corporation.  
LTR\* is a registered trademark of Transcript International.

footnotes from Front:

- \* KRK-10 remote control kit required.
- † DTMF includes PTT ID, Emergency ANI, Manual Encode (KMC-36), Auto-Dial (9 numbers) & Stun.
- ‡ Special Alert Tone Patterns operate for 2-Tone, DTMF; FleetSync™ selective call decode.
- § Call Key: 6 keys max.; operates for 2-Tone, DTMF and FleetSync status encode.
- ¶ DB-25 ACC supports 15 Remote Zone/CH/GID selections, KGP-2A/B (KCT-40 required), KDS-100 (KCT-40 required), data modem, MDX, interconnect.
- ‡ KCT-46 ignition sense cable operation required; plugs into mobile ignition sense pig-tail cable.
- § KAP-2 required; Horn Alert operates for FleetSync™, 2-Tone or DTMF selective call decode.
- ¶ KPG-89D required; Windows® 98/NT/2000 Me/XP compatible; English/Spanish screen languages.
- ‡ MIL-STD "Driven-Rain" and IP-55 Water/Dust Intrusion apply to remote control head only; IP54 applies to radio chassis.
- ‡ Conventional Zones: 512 Channels (128 Zones max. per radio; 250 CH max. per Zone Trunked Zones: 512 GID / 128 Zones max. per radio; 250 GID max. per Zone.
- ‡ Two-Tone Decode (4 sets x 4 pairs each); Single / Two-Tone Encode (32 tones); Operator Selectable Tone (40 OTDQT code pairs).
- ‡ Kenwood LTR™ Features include: GID Delete/Add, LTR™ Talk Around / Scan Revert Group Display, System Scan, Group Scan, Auto Search.
- ‡ FleetSync™ & FleetSync™ II are not compatible.
- ‡ Short Text Messages are radio stored & LCD displayed; Long Text Messages require a KDS-100 and KCT-40.
- ‡ FleetSync™ GPS features require an internal GPS board or externally wired GPS receiver with NMEA TTL level serial data output to the internal COM 1 or 2 set to "GPS".
- ‡ Requires a VGS-1 option.

# KENWOOD

Kenwood U.S.A. Corporation  
Communications Sector Headquarters

3970 Johns Creek Court, Suite 100, Suwanee, GA 30024-1265

Order Administration/Distribution

P.O. BOX 22745, 2201 East Dominguez St., Long Beach, CA 90801-5745

Kenwood Electronics Canada Inc.

Canadian Headquarters and Distribution

6070 Kestrel Road, Mississauga, Ontario, Canada L5T 1S8



ADS#44207 Printed in USA

# KENWOOD

Listen to the Future

*mobiles*



## TK-690/790/890

VHF/UHF FM Mobile Radios

**FleetSync®**  
by KENWOOD

### GENERAL FEATURES

- 45W & 110W (136-156, 148-174 MHz)
- 40W (403-430, 450-490, 480-512 MHz)
- 110W-75W (450-480 MHz)
- 110W (29.7-37.0, 35.0-43.0, 39.0-50.0 MHz)
- 160 Channels
- Dual Priority Scan
- Single / Multi Group Scan
- QT / DQT
- Operator Selectable Tone
- Two-Tone Decode<sup>1</sup>
- DTMF Encode/ Decode / Stun<sup>2</sup>
- Encryption / ANI Board Control<sup>3</sup>
- Emergency Call Features
- Companded Audio
- Intercom<sup>4</sup>
- Public Address
- Time Out Timer
- Busy Channel Lockout
- Ignition Sense<sup>5</sup>
- Timed Power Off
- DB-25 Accessory Connector<sup>6</sup>
- 7 Programmable AUX Inputs<sup>6</sup>

- 6 Programmable AUX Outputs<sup>6</sup>
- Windows® Programming & Tuning<sup>7</sup>
- Windows® Firmware Uploading<sup>7</sup>
- Panel Tuning
- Cloning
- MIL-STD-810 C/D/E/F
- MIL-Spec Noise-Cancel Mic (included)
- MIL-Spec 12-Key DTMF Mic Option

### FleetSync®

- PTT ID Digital ANI
- Emergency Status

### MOUNTING CONFIGURATIONS

- Dash Mount
- Single Head Remote Mount
- Dual Head Remote Mount
- Dual Band Remote Mount
- Dual Head / Dual Band Remote Mount

### FRONT PANELS / CONTROL HEADS

- Backlit Dot Matrix LCD
- 3-Digit Sub-Display
- Function/Status LCD Icons

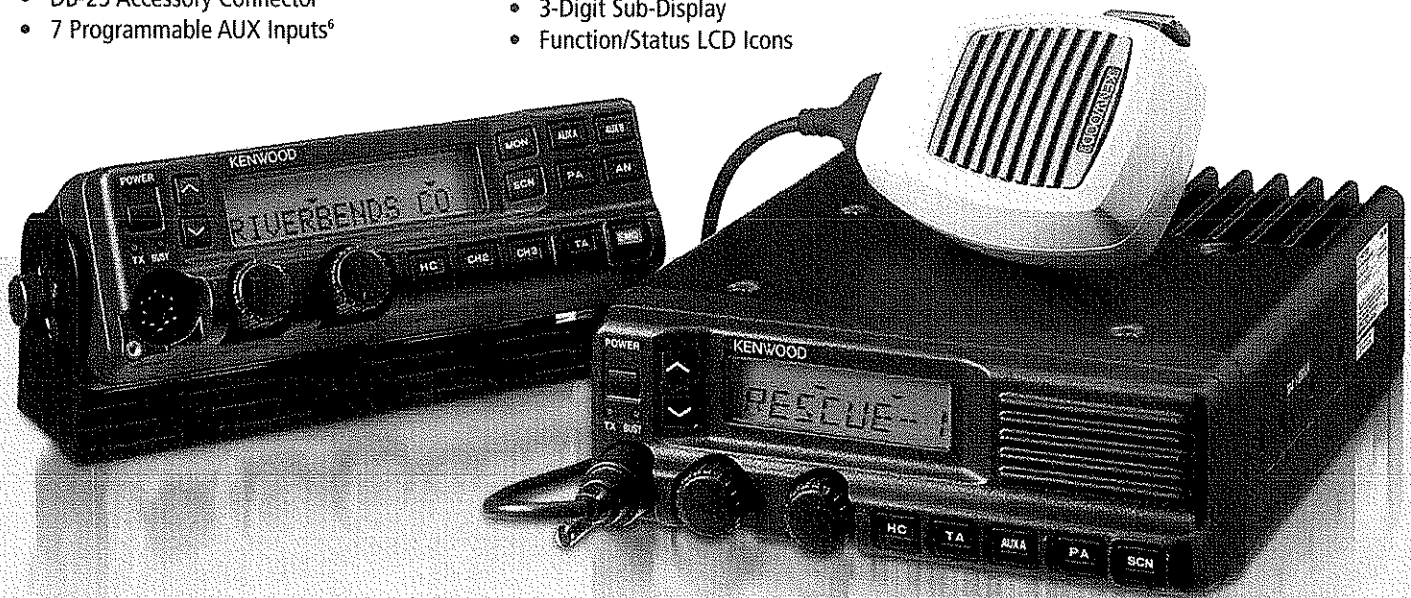
- Transmit LED
- Busy, Call Alert, Warn LED
- LCD Dimmer Control
- Power On/Off Switch
- Rotary Volume Knob
- Rotary Selector Knob
- Backlit Keys
- PF Key Label Inserts
- Microphone Jack
- MILSTD 810 512.X Driven Rain

### KCH-10 FRONT PANEL


- 8-Character Alphanumeric Aliases
- 5 PF Keys
- UP/DOWN Keys
- Built-in Front Speaker


### KCH-11 FRONT PANEL

- 14-Character Alphanumeric Aliases
- 13 PF Keys
- UP/DOWN Keys
- External Speaker Required



# Options

- 

**KMC-9B**  
Desktop Microphone
- 


**KMC-27**  
Microphone  
(MIL-SPEC noise-canceling)
- 


**KMC-28**  
Keypad Microphone  
(MIL-SPEC noise-canceling)
- 


**KCT-18**  
Ignition Sense Cable
- 


**KCT-22**  
Remote Control Cable  
8ft./17ft./25ft.
- 


**KCT-23**  
DC Power Cable
- 

**KES-5**  
External Speaker (20W)
- 

**KCH-10**  
Basic Remote  
Control Head
- 

**KCH-11**  
Full-Featured Remote  
Control Head
- 

**KRK-5**  
Single Control Head Remote Kit
- 

**KRK-6DB**  
Dual Control Head Remote Kit
- 

**KRK-7DB**  
Dual Band Remote Kit
- 

**KRK-8DBH**  
Dual Band & Dual Control Head Remote Kit

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-690H	TK-790H	TK-790	TK-890H	TK-890
<b>GENERAL</b>					
Frequency Range					
Type 1	29.7-37.0 MHz	148-174 MHz	148-174 MHz	450-480 MHz	450-490 MHz
Type 2	35.0-43.0 MHz		136-156 MHz		480-512 MHz
Type 3	39.0-50.0 MHz				403-430 MHz
Number of Channels	160				
Channel Spacing					
Wide	20 kHz	25, 30 kHz	25, 30 kHz	25 kHz	25 kHz
Narrow		12.5, 15 kHz	12.5, 15 kHz	12.5 kHz	12.5 kHz
Channel Step	5 kHz	2.5/5/6.25/7.5 kHz	2.5/5/6.25/7.5 kHz	5/6.25 kHz	5/6.25 kHz
Operating Voltage	13.4 V DC ±15%	13.4 V DC ±15%	13.6 V DC ±15%	13.4 V DC ±15%	13.6 V DC ±15%
Current Drain					
Standby	< 0.6 A	< 0.6 A	< 0.6 A	< 0.6 A	< 0.6 A
Receive	< 2.2 A	< 2.2 A	< 2.2 A	< 2.2 A	< 2.2 A
Transmit	< 25 A	< 25 A	< 12 A	< 28 A	< 12 A
Duty Cycle	Transmit: 20%				
Operating Temperature Range	-22°F ~ +140°F (-30°C ~ +60°C)				
Frequency Stability	(-22° F - +140° F)				
	±0.0005%	±0.0002%	±0.0002%	±0.0002%	±0.0002%
Antenna Impedance	50 Ω				
Dimensions (W x H x D)					
(w/ KCH-10)	7x2-1/4x14 1/8in. (178x60x360 mm)	7x2-1/4x14 1/8in. (178x60x360 mm)	7x2-1/4x9 in. (178x60x228 mm)	7x2-1/4x14 1/8in. (178x60x360 mm)	7x2-1/4x9 in. (178x60x228 mm)
Weight (net)	7.9 lbs. (3.6kg)	7.9 lbs. (3.6kg)	5 lbs. (2.3kg)	7.9 lbs. (3.6kg)	5 lbs. (2.3kg)
FCC ID					
Type 1	ALH22923110	ALH22933210	ALH22933110	ALH22943210	ALH22943110
Type 2	ALH22923120		ALH22933120		ALH22943120
Type 3	ALH22923130				ALH22943130
IC Certification					
Type 1	282195519A	282195450A	282195451A	282195446A	282195447A
Type 2	282195532A		282195510A		
Type 3	282195520A				
<b>RECEIVER (Measurements made per EIA/TIA-204-D)</b>					
Sensitivity					
(12dB SINAD)	0.25µV	0.25µV	0.25µV	0.25µV	0.25µV
(20dB Quieting)	0.35µV	0.35µV	0.35µV	0.35µV	0.35µV
Selectivity					
Wide	85 dB	85 dB	85 dB	85 dB	85 dB
Narrow		80 dB	80 dB	77 dB	77 dB
Intermodulation Distortion					
Wide	80 dB	80 dB	80 dB	80 dB	80 dB
Narrow		75 dB	75 dB	75 dB	75 dB
Spurious Response	90 dB	90 dB	90 dB	90 dB	90 dB
Audio Output	13W at 4Ω with less than 5% distortion (12W 4Ω with less than 3% distortion)				
<b>TRANSMITTER (Measurements made per EIA/TIA-152-C)</b>					
RF Output Power	110-45 W	110-45 W	45-5 W	100-40 W (75-40W in 470-480 MHz)	40-5 W
Type of Emission					
Wide	16K0F3E	16K0F3E	16K0F3E	16K0F3E	16K0F3E
Narrow		11K0F3E	11K0F3E	11K0F3E	11K0F3E
Spurious Response	80 dB	80 dB	80 dB	80 dB	80 dB
FM Hum & Noise					
Wide	55dB	53dB	53dB	50dB	50dB
Narrow		47dB	47dB	44dB	44dB
Microphone Impedance	600 Ω				
Audio Distortion	Less than 2% at 1000 Hz				

Kenwood follows a policy of continuous advancement in development. For this reason specifications may be changed without notice.

FleetSync® is a registered trademark of Kenwood Corporation.  
LTR® is a registered trademark of Transcript International.  
All other trademarks are property of their respective owners.

# Applicable MIL-STD

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

\* Control head only

footnotes from Front:

- <sup>1</sup> Two-Tone Decode (3 sets x 2 pairs each); Operator Selectable Tone (16 QTDDT code pairs)
- <sup>2</sup> DTMF Encode: PTT ID, Emergency ANI, Manual Encode (KMC-28), Auto-Dial (9 numbers); DTMF Decode: Primary/Secondary ID, Stun (a.k.a. dead beat disable)
- <sup>3</sup> Encryption/ANI Board: PCB lands for wire harness connectors.
- <sup>4</sup> Intercom: Dual Head & Dual Head/Dual Band remote mounts only
- <sup>5</sup> KCT-18 ignition sense option required.
- <sup>6</sup> DB-25 ACC: I/O's for dispatch consoles, desktop remotes, vehicle intercom/PA units, motorcycle PTT/headset kits, PC Laptop iData Modems, GPS/AVL Modems.
- <sup>7</sup> KPG-44D Software required (Windows®98/NT/2000/Me/XP compatible)

# KENWOOD

Kenwood U.S.A. Corporation  
Communications Sector Headquarters

3970 Johns Creek Court, Suite 100, Suwanee, GA 30024-1265

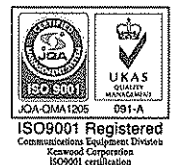
Order Administration/Distribution

P.O. BOX 22745, 2201 East Dominguez St., Long Beach, CA 90801-5745

Kenwood Electronics Canada Inc.

Canadian Headquarters and Distribution

6070 Kestrel Road, Mississauga, Ontario, Canada L5T 1S8



ADS#35308 Printed in USA



**Notification of Federal Participation**

Federal funding for this project is being provided by the Federal Transit Administration through CFDA 20509 for 100 % of the project cost.

**No Federal Government Obligations to Third Parties**

(1) The WV Division of Public Transit and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the WV Division of Public Transit, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts**

(1) The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

(2) The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

(3) The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Exclusionary or Discriminatory Specifications**

The Vendor agrees that it will comply with the requirements of 49 U.S.C. § 5325(h) by refraining from using any Federal assistance awarded by the WV Division of Public Transit to support procurements using exclusionary or discriminatory specifications.

**Geographic Restrictions**

The Vendor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA.

**Audit and Inspection**

The Vendor agrees to permit the WV Division of Public Transit, the Secretary of the United States Department of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

**Disadvantaged Business Enterprise (DBE)**

The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The requirements of 49 C.F.R. Part 26 and the WV Department of Transportation's (WV DOT) U.S. Department of Transportation (USDOT) approved Disadvantaged Business Enterprise (DBE) Program are incorporated in the Contract by reference. The Vendor agrees to take all necessary and reasonable steps under the requirements of 49 C.F.R. Part 26 and the USDOT approved Disadvantaged Business Enterprise (DBE) Program (where required) to ensure that eligible DBEs have the maximum feasible opportunity to participate in USDOT approved Contracts. Failure by the Vendor to carry out these requirements is a material breach of the Contract, which may result in the termination of this Contract or such other remedy as the WV Division of Public Transit deems appropriate.

**Civil Rights**

The following requirements apply to the underlying contract:

(1) **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, Section 303 of the Age Discrimination Act of 1974, as amended, 42 U.S.C. § 6101 *et seq.*, Section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees that it will not discriminate against

any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which Implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(b) **Age.** In accordance with the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.* and implementing regulations, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities.** In accordance with Section 102 of the Americans With Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans With Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

(3) The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **Energy Conservation**

The Vendor agrees to comply with, and obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

#### **Clean Air & Clean Water Requirements**

(1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7414 and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Vendor agrees to report each violation to the WV Division of Public Transit and understands and agrees that the WV Division of Public Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided from FTA.

#### **Application of Federal, State and Local Laws and Regulations**

To achieve compliance with changing federal, state and local requirements, the Vendor shall note that federal, state and local requirements may change and the changed requirements will apply to this Contract as required.

#### **Labor Provisions**

The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 *et seq.*, esp. § 3702 & 3704) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they involve the employment of mechanics and laborers.

**Overtime Requirements.** No Vendor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (2) of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.



**Withholding for Unpaid Wages and Liquidated Damages.** The WV Division of Public Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.

**Subcontracts.** The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR .5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

### **Termination**

#### **(a) Termination for Convenience**

The WV Division of Public Transit may terminate this contract, in whole or in part, at any time by written notice to the Vendor when it is in the Government's best interest. The Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to the WV Division of Public Transit to be paid to the Vendor. If the Vendor has any property in its possession belonging to the WV Division of Public Transit, the Vendor will account for the same, and dispose of it in the manner the WV Division of Public Transit directs.

#### **(b) Termination for Default (Breach or Cause)**

If the Vendor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Vendor fails to perform in the manner called for in the contract, or if the Vendor fails to comply with any other provisions of the contract, the WV Division of Public Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Vendor is in default. The Vendor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the WV Division of Public Transit that the Vendor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Vendor, the WV Division of Public Transit, after settling up a new delivery of performance schedule, may allow the Vendor to continue work, or treat the termination as a termination for convenience.

#### **(c) Opportunity to Cure**

The WV Division of Public Transit in its sole discretion may, in the case of a termination for breach or default, allow the Vendor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Vendor fails to remedy to the WV Division of Public Transit's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Vendor or written notice from the WV Division of Public Transit setting forth the nature of said breach or default, the WV Division of Public Transit shall have the right to terminate the Contract without any further obligation to Vendor. Any such termination for default shall not in any way operate to preclude the WV Division of Public Transit from also pursuing all available remedies against Vendor and its sureties for said breach or default.

#### **(d) Waiver of Remedies for Any Breach**

In the event that the WV Division of Public Transit elects to waive its remedies for any breach by Vendor of any covenant, term or condition of this Contract, such waiver by the WV Division of Public Transit shall not limit the WV Division of Public Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **Bankruptcy**

Upon entering of a judgment of bankruptcy or insolvency by or against a Vendor, the WV Division of Public Transit may terminate this Contract for cause.

### **FTA Role in Bid Protests**

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

#### **1. Requirements for the Protester.** The protester must:

a. **Qualify as an "Interested Party."** Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.

1. **Subcontractors.** A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

2. **Consortia/Joint Ventures/Partnerships/Teams.** An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

3. **Associations or Organizations.** An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.

b. **Exhaust Administrative Remedies.** The protester must exhaust its administrative remedies by pursuing the WV Division of Public Transit's protest procedures to completion before appealing the WV Division of Public Transit's decision to FTA.

c. **Appeal Within Five Days.** The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Division of Public Transit's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the WV Division of Public Transit's failure to have or failure to comply with its protest procedures or failure to review the protest.

#### **2. Extent of FTA Review.** FTA limits its review of protests to:

a. Failure of the Division of Public Transit to have or adhere to its written bid protest procedures, or failure of the Division of Public Transit to review a complaint or protest.

b. Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.

c. Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation. See, e.g., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 26.89.

FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

3. **FTA Determinations to Decline Protest Reviews.** FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the Division of Public Transit's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

### **Prohibited Interest**

No employee, officer, board member, agent or their family members of the WV Division of Public Transit may participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the Contract.

### **Preference for Recycled Products**

The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **Metric System**

As required by U.S. DOT or FTA, the Vendor agrees to use the metric system of measurement in its Project activities, as may be required by Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et. seq.;

Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA.

#### **Hold Harmless**

The Vendor agrees to protect, defend, indemnify and hold the WV Division of Public Transit, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property rights, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

#### **Licensing and Permits**

The Vendor shall be appropriately licensed for the work required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Vendor. The Vendor is liable for any and all taxes due as a result of the Contract.

#### **Compliance with Laws and Permits**

The Vendor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, Regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and the other Contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Vendor shall furnish to the WV Division of Public Transit certificates of compliance with all such laws, orders, and regulations.

#### **Prompt Payment**

The prime Contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Division of Public Transit. This clause applies to both DBE and non-DBE subcontractors.

#### **Cargo Preference**

The Vendor agrees:

To utilize privately owned United States--Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States--Flag commercial vessels;

To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill of lading in English for each shipment of cargo described in the paragraph above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Division of Public Transit (through the Vendor in the case of a subcontractor's bill of lading.)

To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### **Federal Regulation Changes**

Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(15) dated October 1, 2008) between the WV Department of Transportation, Division of Public Transit and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this contract.

#### **Severability**

In the event any provision of the Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

**Debarment and Suspension**

Vendor agrees to comply, and assures the compliance of any other participant at any tier of the project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.S. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OBM) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The vendor agrees to, and assures that any other participant at any tier of the project will review the "Excluded Parties Listing System" at <http://epis.gov/> before entering into any other arrangement in connection with the project.

By signing and submitting its bid or proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the WV Division of Public Transit. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the WV Division of Public Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Accessibility**

Vendor agrees that products provided shall be in accordance with the 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "American with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

**FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any WV Division of Public Transit requests that would cause the WV Division of Public Transit to be in violation of the FTA terms and conditions.

03/11/2009



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WV

COUNTY OF Raleigh, TO-WIT:

I, Steven Diakler, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Hugco Supply Co; and,  
(Company Name)
- 2. I do hereby attest that Hugco Supply Co.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Hugco Supply Company  
(Company Name)

By: Steve Diakler

Title: Manager

Date: 6/17/09

Taken, subscribed and sworn to before me this 17 day of June.

By Commission Expires  
 (Seal)

8/8/2015

[Signature]  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

**BID BOND PREPARATION INSTRUCTIONS**

AGENCY \_\_\_\_\_ (A)  
 RFQ/RFP# \_\_\_\_\_ (B)

- (A) WV State Agency  
 (Stated on Page 1 "Spending Unit")  
 Request for Quotation Number (upper  
 right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid  
 bond is 5% of total bid. You may state  
 "5% of bid" or a specific amount on  
 this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice  
 President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the  
 Surety

NOTE: Dated, Power of Attorney with Raised  
 Surety Seal must accompany this bid  
 bond.

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
 \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E)  
 as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G),  
 \_\_\_\_\_ (H), a corporation organized and existing under the laws  
 of the State of \_\_\_\_\_ (I) with its principal office in the City of  
 \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State  
 of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K)  
 (\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made,  
 we jointly and severally bind ourselves, our heirs, administrators, executors,  
 successors and assigns.

The Condition of the above obligation is such that whereas the Principal  
 has submitted to the Purchasing Section of the Department of Administration  
 a certain bid or proposal, attached hereto and made a part hereof to enter into a  
 contract in writing for \_\_\_\_\_  
 \_\_\_\_\_ (M)

**NOW THEREFORE.**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a  
 contract in accordance with the bid or proposal attached hereto and shall furnish  
 any other bonds and insurance required by the bid or proposal, and shall in all  
 other respects perform the agreement created by the acceptance of said bid then  
 this obligation shall be null and void, otherwise this obligation shall remain in full  
 force and effect. It is expressly understood and agreed that the liability of the  
 Surety for any and all claims hereunder shall, in no event, exceed the penal  
 amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the  
 obligations of said Surety and its bond shall be in no way impaired or affected by  
 any extension of time within which the Obligee may accept such bid: and said  
 Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their  
 hands and seals, and such of them as are corporations have caused their corporate  
 seals to be affixed hereto and these presents to be signed by their proper officers,  
 this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Corporate Seal \_\_\_\_\_ (Q)  
 \_\_\_\_\_ (R) By \_\_\_\_\_ (S)  
 \_\_\_\_\_ (T)  
 Title \_\_\_\_\_  
 \_\_\_\_\_ (U)  
 Surety Corporate Seal \_\_\_\_\_ (V)  
 \_\_\_\_\_ (W)  
 Attorney-in-Fact

**IMPORTANT** – Surety executing bonds must be licensed in West Virginia to  
 transact surety insurance. Raised Corporate Seals must be affixed and a Power of  
 Attorney must be attached.

Agency State of West Virginia  
REQ.P.O# 7074153

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hughes Supply Company  
of Beckley, West Virginia, as Principal, and Western Surety Company  
of Sioux Falls, South Dakota, a corporation organized and existing under the laws of the State of South  
Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligees, in the penal sum of 5% Bid Amount (\$5% Bid Amount) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

Sale and Installation of two way radio equipment

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligees may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
16th day of June, 2009.

Principal Corporate Seal

Hughes Supply Company  
(Name of Principal)

By Thomas T. Hughes  
(Must be President or Vice President)

President

(Title)

Surety Corporate Seal

Western Surety Company  
(Name of Surety)

Michael W. Lutz  
Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.**



STATE OF West Virginia } **ACKNOWLEDGMENT OF SURETY**  
 COUNTY OF Fayette } **(Attorney-in-Fact)** Bond No. 70741534

On this 16<sup>th</sup> day of June, 2009, before me, a notary public in and for said County, personally appeared Michael Wade Lively to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Michael Wade Lively acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Oak Hill, West Virginia, the day and year last above written.

My commission expires February 28, 2016 Kelli Gardner  
 Notary Public

Form 106-4-2000



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70741534

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Michael Wade Lively

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Hughes Supply Company

Obligee: State of West Virginia

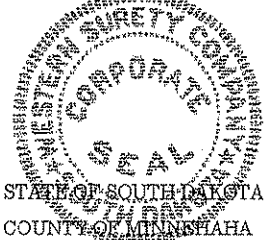
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

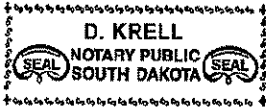
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of September 17, 2009, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 17th day of June, 2009.



WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

On this 17th day of June, in the year 2009, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

D. Krell  
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of June, 2009.

WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

RFQ No. \_\_\_\_\_

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:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Huskins Supply Company

Authorized Signature: [Signature] Date: 6/17/09