

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

Request for Quotation 70100006

7010C006

****ADDRESS.CORRESPONDENCESTO/ATTENTION/OF MICHAEL AUSTIN

304-558-2402

Ö

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201

304-472-1750

Electronic Servics Inc. P.O. Box 474 8800 State Route 34 Winfield, WV 25213

01/12/	2010		IMS OF SALE		SHIP VIA	F.O.B	FREIGHTTERMS
BID OPENING DATE: LINE	120003300000000000000000000000000000000	01/27/ VIIIY	2010 UGP	CAT NO.	BID ITEM NUMBER	OPENING TIME 0: UNIT PRICE	L:30PM AMOUNT
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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. 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.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. 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 entitles.
- 16. 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 material, 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.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6:8).

Rev. 12/15/09



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7010C006

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAGE

MICHAEL AUSTIN 304-558-2402

BFQ NUMBER

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Electronic Servics Inc. P.O. Box 474 8800 State Route 34 Winfield, WV 25213

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV
26201 304-4

304-472-1750

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Electronic Servics Inc.

8800 State Route 34

P.O. Box 474

Winfield, WV

25213

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

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PAGE 3

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DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201 304-

304-472-1750

DATE PRINTED TERMS OF SALE SHIP VIA FOB **FREIGHT TERMS** 01/12/2010 BID OPENING DATE: 01/27/2010 BID OPENING TIME 01:30PM QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 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. 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. 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. 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. 05/26/2009 EXHIBIT 10 REQUISITION. ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M SIGNATURE CMINENT RESIDENCE TO SECURE AND ADDRESS OF THE SECURE AND ADDRESS OF T



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Request for Quotation

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RFQ NUMBER

PAGE 4

MICHAEL AUSTIN 304-558-2402

Electronic Servics Inc.
P.O. Box 474
8800 State Route 34
Winfield, WV
25213

DATE PRINTED

01/12/2010

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
BRUSHY FORK ROAD
BUCKHANNON, WV

SHIP VIA FOR FREIGHTTERMS
BID OPENING TIME 01:30PM

ADDRESS CORRESPONDENCE TO ATTENTION OF:

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PAGE 5

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DIVISION OF HIGHWAYS
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BUCKHANNON, WV
26201 304-4

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TERMS OF SALE DATE PRINTED SHIP VIA FO.B. FREIGHTTERMS 01/12/2010 BID OPENING DATE: 01/27/2010 BID OPENING TIME 01:30PM QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT WITH THE BID. REV. 09/21/2009 EXHIBIT 4 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 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. REV. 3/88 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 5860024 ADDRESS CHANGES TO BE NOTED ABOVE *55068547*3



Request for SECONOMBER Quotation

7010C006

ADDRESS.CORRESPONDENCE TO ATTENTION OF

- P/	GE 💮
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MICHAEL AUSTIN 304-558-2402

Electronic Servics Inc. P.O. Box 474 8800 State Route 34 Winfield, WV 25213

DIVISION OF HIGHWAYS EQUIPMENT DIVISION ROUTE 33 BRUSHY FORK ROAD BUCKHANNON, WV 26201

304-472-1750

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SPECIFICATIONS FOR HANDHELD 2-WAY RADIOS

MIL-STD 810 C/D/E

BUILT TO MEET OR EXCEED THE REQUIREMENTS OF THE U.S. MIL-STD 810 STANDARDS.

16 CHANNELS MINIMUM

CTCSS/DCS ENCODE + DECODE

TX & RX BATTERY SAVER CIRCUIT

PC PROGRAMMING

RADIO TO RADIO CLONE FEATURE

MINIMUM GENERAL SPECIFICATIONS

FEQUENCY RANGE

134 - 174 MHz (A)

NUMBER OF CHANNELS

16 CHANNELS

CHANNEL SPACING

12.5/20/25 kHz

PLL STEPS

2.5/6.25 kHz

BATTERY CAPACITY (

w/FNB-V104LI

2000 MaH

OPERATING TEMPERATURE RANGE

-22 degree F to +140 degree F (-30 degree C to +60 degree C)

FREQUENCY STABILITY

±2.5 ppm

MINIMUM RECEIVER SPECIFICATIONS

Measurements made per EIA Standard TIA/EIA-603

SENSITIVITY

EIA 12 dB SINAD

.25 uV

ADJACENT CHANNEL SELECTIVITY

65 dB (25 kHz)/60 dB (12.5 kHz)

INTERMODULATION

65 dB

SPURIOUS AND IMAGE REJECTION

65 dB

AUDIO OUTPUT

500 Mw @ 4 Ohms, 5% THD

MINIMUM TRANSMITTER SPECIFICATIONS

Measurements made per EIA standard TIA/EIA-603

POWER OUTPUT

5/1 w

MODULATION

160K0F3E, 11K0F3E

CONDUCTED SPURIOUS EMISSIONS

65 Db Below Carrier

FM HUM & NOISE

45 Db (25kHz) 40 dB (12,5 kHz)

AUDIO DISTORTION

<3% @ 1KhZ

COST - Handheld 2-way Radios

Vertex VX-231V without battery

\$ 114 84 ea. #206500

Drop in rapid chargers Vertex Vac-300B

\$ 34³² ea. #BCRP65

Battery Vertex V104LI

\$ 43 34 e

* BPRP 1750

ORDERING INFORMATION

Orders from the WVDOH, Equipment Division may be placed by telephone and/or

DELIVERY REGULATIONS

Vendor must guarantee that he will maintain in his warehouse adequate stock to supply the needs of the WV Division of Highways at all times. ORDERS MUST NOT BE HELD BY THE VENDOR UNTIL A MAXIMUM ORDER POINT HAS BEEN REACHED. ORDERS SHOULD BE SHIPED IN A MAXIMUM OF THREE (3) WORKING DAYS OR THE WV DIVISION OF HIGHWAYS COMMUNICATIONS SUPERVISOR MAY GO OFF CONTRACT TO PURCHASE THE PARTS ON THE OPEN MARKET AFTER 5 DAYS WITH THE APPROVAL OF THE EQUIPMENT DIVISION DIRECTOR. ALL OPEN MARKET PURCHASES MUST BE MADE IN ACCORDANCE WITH THE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION REGULATIONS.

A restocking charge can only be attached by the vendor with prior mutual consent.

All deliveries of merchandise and/or shipping documents at the Equipment Division must be properly marked on the outside of the carton showing the WV Division of Highways Purchase Order Number. Any material delivered without this information on the outside of cartons or documents will be returned to shipper at

METHOD OF PAYMENT

Purchasing Card Acceptance; The State of West Virginia currently utilizes a Visa Purchasing Card program which is issued through a local bank. The successful Vendor must accept the State of West Virginia Visa Purchasing Card for payment of all orders placed by the West Virginia Division of Highways, Equipment Division, Buckhannon, WV as a condition of award.

For a WVDOT Purchasing Card Purchase, vendor must provide a credit receipt, sales, receipt, or cash register receipt. Vendor is not to charge until items are

Send receipts to: WV Division of Highways - Equipment Division

P.O. Box 610

Buckhannon, WV 26201 Attention: Dirk Burnside

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.

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150	ing the date of this certification; or , Bidder is a partnership, association or corporation re business continuously in West Virginia for four (4) y ownership interest of Bidder is held by another indiv maintained its headquarters or principal place of b preceding the date of this certification; or , Bidder is a nonresident vendor which has an affiliate	ded contin esident ver rears Imm ridual, par ousiness o or subsidi sipal place	uously in West Virginia for four (4) years immediately preced- ndor and has maintained its headquarters or principal place of ediately preceding the date of this certification; or 80% of the thership, association or corporation resident vendor who has continuously in West Virginia for four (4) years immediately iary which employs a minimum of one hundred state residents of business within West Virginia continuously for the four (4)
2	Application is made for 2.5% resident vendor problem is a resident vendor who certifies that, during working on the project being bid are residents of Weimmediately preceding submission of this bid; or,	ng the life	e for the reason checked: of the contract, on average at least 75% of the employees a who have resided in the state continuously for the two years
3.	affiliate or subsidiary which maintains its headqua minimum of one hundred state residents who certif	ium of one arters or p fies that, on ployees a	e hundred state residents or is a nonresident vendor with an rincipal place of business within West Virginia employing a during the life of the contract, on average at least 75% of the are residents of West Virginia who have resided in the state
4	Application is made for 5% resident vendor pro Bidder meets either the requirement of both subdivi		for the reason checked: and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor p Bidder is an individual resident vendor who is a veter	oreferenc an of the U	
6.	purposes of producing or distributing the commoditie	United States or complete average in the community of the	ates armed forces, the reserves or the National Guard, if, for pleting the project which is the subject of the vendor's bid and at least seventy-five percent of the vendor's employees are
requirer against	ments for such preference, the Secretary may order!	the Direct id amount	dder receiving preference has failed to continue to meet the or of Purchasing to: (a) reject the bid; or (b) assess a penalty and that such penalty will be paid to the contracting agency er.
authorize the requ	es the Department of Revenue to disclose to the Direc	ctor of Pun	nably requested information to the Purchasing Division and chasing appropriate information verifying that Bidder has paid contain the amounts of taxes paid nor any other information
and acc	curate in all respects; and that if a contract is is s during the term of the contract, Bidder will no	sued to	-5-3), Bidder hereby certifies that this certificate is true Bidder and if anything contained within this certificate Purchasing Division in writing immediately.
Bidder:	Afron macallust	Signed:	
Date:	1/24/10	Title:	Ouner

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

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

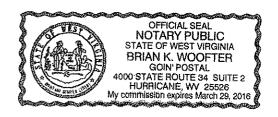
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due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

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

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

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.

Authorized Signature Taken, subscribed, and sworn to before me this 27 day of 20/0. My Commission expires **NOTARY PUBLIC** AFFIX SEAL HERE



WITNESS THE FOLLOWING SIGNATURE



Electronic Services Inc.

8800 Rt.34 P.O. Box 474 Winfield, WV 25213 304-586-0024 Fax: 304-521-1525 WWW.WVESI.COM WV Contractor License # WV042278

Quote #:	304
Quote Date:	1/26/2010
Page:	1
Customer #:	83

Quoted To:

Division of Highways, Equipment Division Route 33 Brushy Fork Road Buckhannon, WV 26201

Valid Through: 2/25/2010

Phone: 304-558-2402 Reference: RFQ#7010C006		Cust PO:		Terms:				
		Ship Via:	Salesperson: Aaron					
Stock Code	Description		Service describes	Quantity	Price	Extended		
RPV6500	Relm - 136-174 handheld radio	MHz Alpha numeric display	5 watt	1.00	192.50	192.50		

*** 1/26/2010 06:29 pm *** RFQ#7010C006

 SubTotal:
 192.50

 Tax:
 0.00

 Shipping:
 0.00

 Total:
 192.50

Applicable ML-STD-810000EF

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Your Local Dealer

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A Whole New RELM Of Possibilities





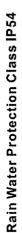












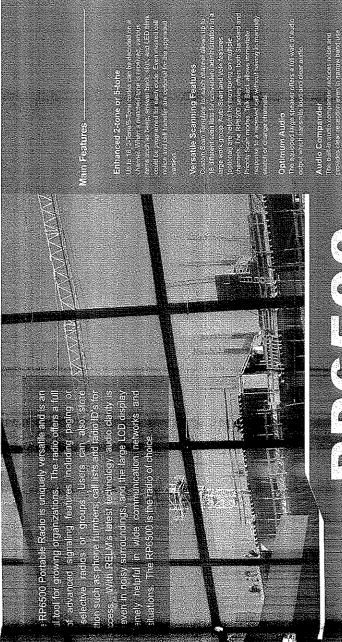
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Frank NEA

- Optimum Audio
- Voice Scrambler Encryption
- Wide Frequency Coverage







Professional Two-way Radio





RELM Wireless Corporation 7100 Technology Drive West Melbourne, FI 32904 800.821.2900 www.relm.com

Other Features

PC Programmable and Tunable

- Field Programmable
- Embedded Radio Information
- Power-On Self-Inspection
- Programming Password Protection
- Personalized Alert Tone and Volume

Keypad Lockout and Backlight

BCLO (Busy Channel Lock-Out)

Recommended Applications

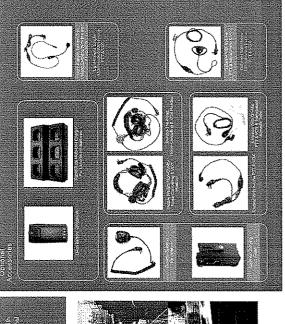
- Police Departments

 Hospitality
- Property Management Fire Departments

Ports

Warehousing

Accessories



West Virginia Bid Spec	Analysis					
Category	WVA SPEc	Vertex	Vertex		RELM	
.		VX 231V	VX410		RP6500	
Mill Standard	810 C/D/E		Yes		Yes	
Channels	16		32		128	
CTCSS Encode/Decod	•		Yes		Yes	
Tx-RX Battery Saver	Requried		Yes			
PC Programming	Requried		Yes		Yes	
Radio to Radio Cloning	Requried		Yes		Yes	
Freq Range	134-172		yes		Yes	
Number of Channels	16		Yes		128	
Channel Spacing	12.5/20/25 kHz		Yes		Yes	
PLL Steps	2.5/6.25 KHz		Yes		*	
Barrery Capacity	2000 MaH		Yes		1750 Matt Li-10 M	ı
Operating Tem	-22 to +140		Yes		-22 to 140	
Freq Stability	+/- 2.5 ppm,		Yes		Yes	
Reciever Specs						
12dB Sinad	.25mV				25 mV	
Adj Channel Selectivity	65 dB/60 dB		70/65		70/60	
Intermod	65dB	D	70		70	
Spurious	65 dB	Í	70		70	
Audio Output	500 mW	s	500mW		1 watt	
		С				
Transmitter		0				
Power Out	5/1 w	n	5/1		5/2/2001	
Modulation	160K0F3/22K0I	t	yes	į	Yes	;
Spurious Emissions	65 dB	i	70		36 dB	
FM Hum and Noise	45dB	n	Yes	·		
Audio Distortion	<3%	u	yes		< 5 %	
		е		:		
		d				