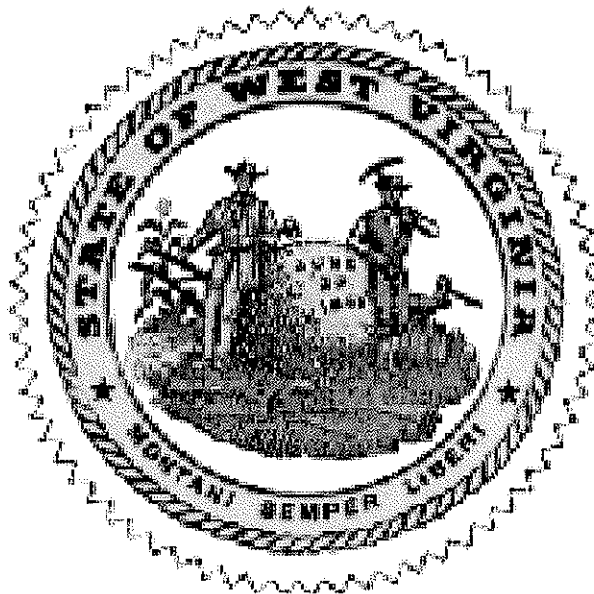


# State Of West Virginia

Request for Quotation for UHF and VHF  
Digital Mobile Radios and Accessories

## Request For Quotation Number DSP1102

Due: August 25, 2010 at 1:30 PM



# KENWOOD

August 20, 2010

Buyer 32  
West Virginia State Police  
4124 Kanawha Turnpike  
South Charleston, WV 25309

Dear Buyer,

Kenwood USA Corporation would like to thank you and your staff for the opportunity to respond to your Request for Quotation for UHF and VHF Digital Mobile Radios and Accessories, DSP1102. Kenwood has been producing and distributing high quality two-way radio equipment worldwide since 1946. Kenwood is an ISO 9001 & JQA-1205 certified company and all of our radios are designed, engineered and produced at Kenwood's own manufacturing facilities by Kenwood employees. The radio equipment offered in this proposal is currently in use by several Federal agencies and many state and local agencies throughout the country.

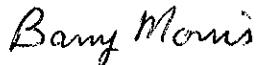
Kenwood recognizes West Virginia Code 5A-3-37 related to preferences offered to qualified bidders. We understand the importance of acknowledging local businesses and enticing them to participate in State business. Kenwood also values the expertise and responsiveness of local businesses and understand they have a vested interest in the project.

Kenwood USA Corporation currently works directly with eight Authorized Kenwood Sales and Service Centers, "affiliates" throughout the State of West Virginia. Each of these affiliates have been in business in West Virginia for many years and cumulatively employ well over 100 sales and support professional who are residents of West Virginia. It is Kenwood's intention to utilize these affiliate companies to support the anticipated contract award from this proposal.

We will empower our dealer affiliates to act as our agent, communicate with agencies, articulate the agencies needs and act as liaison for Kenwood in support of the contract. We will financially compensate our dealer affiliates for their involvement and continued product support to agencies on a local level. We support the idea of local communications professionals supporting local public safety communications needs supported by a capable national corporation and qualified vendor. The practice described will also contribute to the State economy by way of contributing to employee salaries across our dealer network. Based on this support model, Kenwood is applying for, and requests preference based West Virginia Code 5A-3-37 as indicated in our response.

We look forward to discussing this proposal in detail. We are eager to support the State of West Virginia and partner with our dealers to fulfill the needs of all State and local agencies. If you or your staff have any questions or comments, please do not hesitate to contact me at (800) 752-0986, X8280 or via my cellular telephone at (310) 779-1381. Again, thank you for the opportunity to provide this quotation.

Respectfully,



Barry Morris

Public Safety Sales Manager

KENWOOD USA CORPORATION

---

## Kenwood Authorized Dealer Affiliates

A.V. Luttamus Communications, Inc.

Paul Luttamus  
1344 Cove Hill Rd.  
Weirton, WV 26062  
304-723-5555  
800-285-2197

Biser Radio Service  
Ted Biser  
PO Box 2 Main St.  
Lorentz, WV 26229  
(304) 472-4202

Electronic Communications of WV,  
Tim Ford  
408 Old Goff Mountain Road  
Cross Lanes, WV 25313  
(304) 776-4091

F & L Electronics, Inc.  
Frank Scarberry  
235 Fourth Ave  
Huntington, WV 25701  
(304) 523-6069

Ganoe Enterprises  
DBA: Custom Computers & Communications  
Greg Ganoe  
HC 78 Box 182B  
½ MI. S Ford Hill RD.  
Augusta WV 26704  
304-496-8818

---

Hughes Supply Company  
Tom Hughes  
300 Rural Acres Drive  
Beckley, WV 25801  
(304) 252-1918

Hughes Supply Company  
Bob Poling  
3861 Teays Valley Road  
Hurricane, WV 25526  
(304) 757-8643

Lab-Tronics, Inc.  
Herb Rice  
511 34th St  
Cattlesburg, KY 41129  
(606) 739-4409

Miller Communications  
Randy Kinsolving  
One Wireless Way  
Parkersburg, WV 26101  
(304) 863-8595

RT Sales  
Dick Fowler  
Route 5 Box 737P  
Clarksburg, WV 26301  
304-623-9479

Sibley Communications  
1801 Bland Street  
Bluefield, WV. 24701  
(304) 327-0090

**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](http://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 entities.
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 of 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. §148-1-6.6).



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  
**DPS1102**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 32  
 304-558-2544**

VENDOR

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

Kenwood USA Corporation  
 P.O. Box 22745  
 2201 E. Dominguez Street  
 Long Beach, CA 90801-5745

SHIP TO

**WEST VIRGINIA STATE POLICE**

**4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/11/2010	2%20, Net 30 Days	Surface Delivery	Destination	Pre-Paid
BID OPENING DATE: 08/25/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		725-74	See Price Quote	Page 16
				VHF / UHF DIGITAL MOBILE RADIOS		
				OPEN-END CONTRACT TO PROVIDE VHF & UHF DIGITAL MOBILE RADIOS FOR THE WEST VIRGINIA STATE POLICE, PER THE ATTACHED SPECIFICATIONS.		
				EXHIBIT 1		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.		
				UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.		
				RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.		

**RECEIVED**  
 2010 AUG 25 P 12: 21  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Barry Morris** *Barry Morris* TELEPHONE (800) 752-0986, X8280 DATE 08/20/10  
 TITLE Public Safety Sales Mgr. FEIN 95-2948901 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.
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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.
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6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
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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](http://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 entities.
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. §148-1-6.6).





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  
**DPS1102**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 32  
 304-558-2544**

VENDOR

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

Kenwood USA Corporation  
 P.O. Box 22745  
 2201 E. Dominguez Street  
 Long Beach, CA 90801-5745

SHIP TO

**WEST VIRGINIA STATE POLICE**  
  
**4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FCB	FREIGHT TERMS
08/11/2010	2% 20, Net 30 Days	Surface Delivery	Destination	Pre-Paid
BID OPENING DATE: 08/25/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>CANCELLATION:</b> THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p><b>OPEN MARKET CLAUSE:</b> THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p><b>INSURANCE:</b> SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p><b>WORKER'S COMPENSATION:</b> VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 4</p> <p><b>LOCAL GOVERNMENT BODIES:</b> UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Barry Morris <i>Barry Morris</i>	TELEPHONE (800) 752-0986, X8280	DATE 08/20/10
TITLE Public Safety Sales Mgr	FED 95-294-8901	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

REQ NUMBER  
**DPS1102**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO/ATTENTION OF  
**BUYER 32  
 304-558-2544**

**RFQ COPY**

**TYPE NAME/ADDRESS HERE**

VENDOR

Kenwood USA Corporation  
 P.O. Box 22745  
 2201 E. Dominguez Street  
 Long Beach, CA 90801-5745

SHIP TO

**WEST VIRGINIA STATE POLICE**

**4124 KANAWHA TURNPIKE  
 SOUTH CHARLESTON, WV  
 25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/11/2010	2% 20, Net 30 Days	Surface Delivery	Destination	Pre-Paid
BID OPENING DATE: 08/25/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>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 SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:            DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Barry Morris <i>Barry Morris</i>	TELEPHONE (800) 752-0986, X8280	DATE 08/20/10
TITLE Public Safety Sales Mgr	FAX 95-2948901	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENDOR"



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  
**DPS1102**

PAGE  
**4**

ADDRESS/CORRESPONDENCE TO ATTENTION OF  
**BUYER 32  
 304-558-2544**

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 Kenwood USA Corporation  
 P.O. Box 22745  
 2201 E. Dominguez Street  
 Long Beach, CA 90801-5745

**SHIP TO**  
**WEST VIRGINIA STATE POLICE**  
**4124 KANAWHA TURNPIKE**  
**SOUTH CHARLESTON, WV**  
**25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/11/2010	2%20, Net30 Days	Surface Delivery	Destination	Pre-Paid

BID OPENING DATE: **08/25/2010** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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  BUYER: 32----- RFQ. NO.: DPS1102----- BID OPENING DATE: 8/25/2010----- BID OPENING TIME: 1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- CONTACT PERSON (PLEASE PRINT CLEARLY):  ----- Barry Morris Public Safety Sales Manager Kenwood USA Corporation FAX (310) 761-8246 bmorris@kenwoodusa.com						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Barry Morris <i>Barry Morris</i>	TELEPHONE (800) 752-0986, X8280	DATE 08/20/10
TITLE Public Safety Sales Mgr	FBI# 95-2948901	ADDRESS CHANGES TO BE NOTED ABOVE

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

## VHF and UHF DIGITAL MOBILE RADIO SPECIFICATIONS

The West Virginia State Police desires to establish an open-end contract for the purchase of digital mobile radio equipment and related accessories. The contract shall be available for use by the WV Division of Natural Resources Law Enforcement Section and all other entities of state government, as well as counties and municipalities as this will assist in the State's Interoperable Radio Project.

The agency has placed the digital P-25 mobile radio equipment into two different tiers according to their performance capabilities and features of each unit. The two tiers will be referred to as Tier-1 and Tier-2 hereinafter and are outlined below. It should be noted the award of this contract may result in a split award between Tiers.

		Comply?	
		Yes	No
<b>1. TIER 1 – APCO P-25 greater than 512 channel mobile radio</b>		NO	BID
<b>1.1 ITEM #1 – 40 Watt UHF Digital Mobile – P-25 Trunking ready (includes P-25 CAI)</b>			
1.1.1	A mobile under dash type radio (one piece) capable of operating in the 380 - 470 MHz band shall be provided.	_____	_____
1.1.2	Radio shall be capable via programming of wide band and narrow band operation (12.5 kHz/25 kHz respectively), and capable of storing more than 512 channels.	_____	_____
1.1.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation, digital/analog operation, and/or trunked/non-trunked operation.	_____	_____
1.1.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups.	_____	_____
1.1.3.1	All currently licensable frequencies shall be considered acceptable to the unit.	_____	_____

		Comply?	
		Yes	No
1.1.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	_____	_____
1.1.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 14 digits.	_____	_____
1.1.6	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	_____	_____
1.1.7	Radio shall have ID display capability.	_____	_____
1.1.8	Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch with a minimum of one pair of tones, not necessarily the same, for each programmed channel.	_____	_____
1.1.9	It shall transmit with a minimum of 40 watts RF output.	_____	_____
1.1.10	Receiver audio stage shall be capable of a minimum of 7.5 watts of audio.	_____	_____
1.1.11	The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability.	_____	_____
1.1.11.1	An external speaker will be provided with the unit.	_____	_____
1.1.11.2	When the external speaker is in use, any internal speaker shall be capable of being disabled.	_____	_____
1.1.11.3	If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same.	_____	_____
1.1.12	A standard microphone shall be provided.	_____	_____
1.1.13	A mike hangup shall be provided.	_____	_____
1.1.14	Radio shall include software for P-25 CAI and P-25 Trunked operation.	_____	_____

		Comply?	
		Yes	No
1.1.14.1	This shall include any other software necessary to enable seamless roaming operation on the WVIRP radio system presently being installed in West Virginia, and shall be capable of supporting multiple zone operation.	_____	_____
<b>1.2 ITEM #2 -- 40 Watt VHF Digital Mobile -- P-25 CAI ready</b>			
1.2.1	A mobile under dash VHF type radio (one piece) capable of operating in the 136-174 MHz band shall be provided.	X _____	_____
1.2.2	Radio shall be capable via programming, of wide band and narrow band (15 kHz/30 kHz respectively) operation, and capable of storing more than 512 channels.	X _____	_____
1.2.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation, digital/analog operation, and/or trunked/non-trunked operation.	X _____	_____
1.2.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups.	X _____	_____
1.2.3.1	All currently licensable frequencies shall be considered acceptable to the unit.	X _____	_____
1.2.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	X _____	_____
1.2.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 14 digits.	X _____	_____

		Comply?	
		Yes	No
1.2.6	Radio shall have ID display capability.	<u>X</u>	_____
1.2.7	Radio shall have programmable encode and decode capability for CTCSS tones, digital coded squelch, and NAC codes, with a minimum of one pair of tones, not necessarily the same, for each programmed channel.	<u>X</u>	_____
1.2.8	It shall transmit with a minimum of 40 watts RF output.	<u>X</u>	_____
1.2.9	Receiver audio stage shall be capable of a minimum of 7.5 watts of audio.	<u>X</u>	_____
1.2.10	The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability.	<u>X</u>	_____
1.2.10.1	An external speaker will be provided with the unit.	<u>X</u>	_____
1.2.10.2	When the external speaker is in use, any internal speaker shall be capable of being disabled.	<u>X</u>	_____
1.2.10.3	If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same.	<u>X</u>	_____
1.2.11	A standard Microphone shall be provided.	<u>X</u>	_____
1.2.12	A mike hangup shall be provided.	<u>X</u>	_____
<b>2. <u>TEIR 2 – APCO P-25 512 channel mobile radio</u></b>			
<b>2.1 ITEM #3 - UHF Digital Mobile – P-25 Trunking ready (includes P-25 CAI)</b>			
2.1.1	A mobile under dash type radio (one piece) capable of operating in the 400 - 470 MHz band shall be provided.	<u>X</u>	_____
2.1.2	Radio shall be capable via programming of wide band and narrow band operation (12.5 kHz/25 kHz respectively), and capable of storing a minimum of 512 channels.	<u>X</u>	_____

		Comply?	
		Yes	No
2.1.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation, and digital/analog operation, and/or trunked/non-trunked operation	<u>X</u>	_____
2.1.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups.	<u>X</u>	_____
2.1.3.1	All currently licensable frequencies shall be considered acceptable to the unit.	<u>X</u>	_____
2.1.3.2	It shall be capable of storing a minimum of 512 channels.	<u>X</u>	_____
2.1.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	<u>X</u>	_____
2.1.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 12 digits.	<u>X</u>	_____
2.1.6	Radio shall have ID display capability.	<u>X</u>	_____
2.1.7	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	<u>X</u>	_____
2.1.8	Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch with a minimum of one pair of tones, not necessarily the same, for each programmed channel.	<u>X</u>	_____
2.1.9	It shall transmit with a minimum of 40 watts RF.	<u>X</u>	_____
2.1.10	Receiver audio stage shall be capable of a minimum of 7 watts of audio.	<u>X</u>	_____
2.1.11	An external speaker will be provided with the unit.	<u>X</u>	_____
2.1.12	A standard microphone shall be provided.	<u>X</u>	_____
2.1.13	A mike hangup shall be provided.	<u>X</u>	_____
2.1.14	Radio shall include software for P-25 CAI and P-25	<u>X</u>	_____



	Comply?	
	Yes	No
Trunked operation.		
2.1.14.1 This shall include any other software necessary to enable seamless roaming operation on the WVIRP radio system presently being installed in West Virginia, and shall be capable of supporting multiple zone operation.	X	
2.1.15 Radio shall have accessory connections available via DB-9, DB-15, or DB-25 connector containing at least Transmit audio input, Receive audio output, Push-to-Talk, COR (or equivalent) output. If proprietary connector is used, an adapter cable (connector) shall be provided to enable connection to DB type connector.	X	
<b>2.2 ITEM #4 - 40 Watt VHF Digital Mobile – P-25 CAI ready</b>		
2.2.1 A mobile under dash type radio (one piece) capable of operating in the 150-174 MHz band shall be provided.	X	
2.2.2 Radio shall be capable via programming of wide band and narrow band (15 kHz/30 kHz respectively) operation, and capable of storing a minimum of 512 channels.	X	
2.2.2.1 Each channel shall be individually programmable with regard to wideband/narrowband operation, and digital/analog operation.	X	
2.2.3 There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups.	X	
2.2.3.1 All currently licensable frequencies shall be considered acceptable to the unit.	X	
2.2.3.2 It shall be capable of storing a minimum of 512 channels.	X	
2.2.4 It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	X	

		Comply?	
		Yes	No
2.2.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 12 digits.	<u>X</u>	_____
2.2.5.1	Radio shall have ID display capability.	<u>X</u>	_____
2.2.6	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	<u>X</u>	_____
2.2.7	Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch with a minimum of one pair of tones, not necessarily the same, for each programmed channel.	<u>X</u>	_____
2.2.8	It shall transmit with a minimum of 40 watts RF.	<u>X</u>	_____
2.2.9	Receiver audio stage shall be capable of a minimum of 7 watts of audio.	<u>X</u>	_____
2.2.9.1	An external speaker will be provided with the unit.	<u>X</u>	_____
2.2.10	A standard microphone shall be provided.	<u>X</u>	_____
2.2.11	A mike hangup shall be provided.	<u>X</u>	_____
2.2.12	Radio shall include all software to operate at least to P-25 CAI standards compatible with the WV DNR Law Enforcement Section VHF radio system.	<u>X</u>	_____
<b><u>3. GENERAL SPECIFICATIONS AND WARRANTY</u></b>			
3.1	All UHF radios being offered for purchase must have previously been approved for use on the West Virginia Interoperable Radio Project system. To see an approved list go to: <a href="http://www.wvirp.com/documents/WVIRP%20Approved%20Subscriber%20Unit%20List_040808.pdf">http://www.wvirp.com/documents/WVIRP Approved Subscriber Unit List_040808.pdf</a> or follow the link to the current <a href="#">WV IRP Approved Subscriber Unit Listing</a> .	<u>X</u>	_____
3.2	Upon request and/or prior to bid award vendors shall provide manufacturer's certification indicating they are an authorized reseller of the product(s) they are offering/bidding.	<u>X</u>	_____

	Comply?	
	Yes	No
3.3 All equipment shall be warranted for a period of 3 years, including parts and labor, and beginning when the equipment is first placed in service.	<u>X</u>	_____
3.4 All features that are placed in the radio by way of programming or feature encoding will remain for the life of the radio.	<u>X</u>	_____
3.4.1 Any lost feature information (ie. # of channels, type of radio, etc) will be replaced (provided) at no charge for the life of the radio.	<u>X</u>	_____
3.5 All firmware upgrades to enhance radio operation will be free of charge. (This is not intended to include radio options that would incur additional cost).	<u>X</u>	_____
3.6 All programming software updates shall be free of charge during the warranty period of the radio.	<u>X</u>	_____
3.7 All items are to be available for purchase separately and each item is to be individually priced.	<u>X</u>	_____
3.8 Each item bid should include make and model on Attachment II: Equipment List.	<u>X</u>	_____
3.9 UHF Radios must include AES encryption. This shall include any hardware, firmware, and/or software necessary.	<u>X</u>	_____
3.9.1 Radio shall be capable of holding multiple encryption keys.	<u>X</u>	_____
3.10 All encryption keyloading shall be capable via a Motorola KVL3000 Plus.	<u>X</u>	_____
3.10.1 A keyloading cable compatible with the Motorola KVL3000 Plus shall be included as an option.	<u>X</u>	_____
<b>4. <u>COMPATIBILITY</u></b>		
4.1 Any modifications necessary to make this equipment operate properly with other provided equipment are to be the responsibility of the vendor.	<u>X</u>	_____

	Comply?	
	Yes	No
4.2 All programming and jumper settings must be performed prior to delivery for operation with any other equipment in this specification.	<u>X</u>	_____
4.3 All equipment shall function without unintended interaction and interference to other components.	<u>X</u>	_____
4.4 Any software or hardware deemed necessary for these products to operate in the WVIRP system (UHF), or WVDNR system (VHF), yet excluded by the vendor will be provided after purchase at no charge to the purchaser. All upgrades to facilitate installation of this hardware or software will be the responsibility of the vendor and shall be undertaken at no charge to the purchaser.	<u>X</u>	_____
<b>5. <u>SERVICE MANUALS</u></b>		
5.1 Schematics will be available and provided as specified.	<u>X</u>	_____
5.2 A minimum of 6 complete depot level service/repair manuals will be provided.	<u>X</u>	_____
5.3 If greater than 30 radios are provided, service/repair manuals shall be provided in a ratio of 1 manual per 5 radios.	<u>X</u>	_____
5.4 If greater than 50 radios are provided, service/repair manuals shall be provided in a ratio of 1 manual per 10 radios after fulfilling minimum requirements.	<u>X</u>	_____
5.5 If depot level service manuals are provided in digital media, requirements for paper manuals do not need to be considered. Manuals shall be complete and include schematics for all hardware. Digitally provided service manuals shall not be copy protected and may be duplicated by the purchaser for their own use.	<u>X</u>	_____
5.6 Any failure to comply will be grounds for disqualification of the bid	<u>X</u>	_____

	Comply?	
	Yes	No
<b>6. EQUIPMENT OPTIONS</b>		
6.1 The following items shall be available for items #1-4:	X	
6.1.1 Desktop Microphone to substitute for mobile microphone.	X	
6.1.2 Desktop Power Supply to convert mobile radio into table top base type radio.	X	
6.1.3 Encryption key loader cable for KVL3000 plus.	X	
6.2 Programming Software and Hardware	X	
6.2.1 All radio programming must be able to be performed on a Microsoft Windows 2000/XP/Vista/Windows 7 based computer.	X	
6.2.2 The vendor shall make available for purchase all programming software and cabling necessary to program all radios.	X	
<b>7. EVALUATION FOR BID AWARD</b>		
7.1 Evaluation will include the review of all items listed in these specifications.	X	
7.2 All pricing should be line itemed as indicated on Attachment I: Cost Sheet	X	
NOTE: Special / Promotional pricing offered by vendors for limited periods of time and any item pricing provided for items not requested in this RFQ shall not be considered for bid award and/or price comparison.	X	



**UHF and VHF Digital Mobile Radio  
Attachment I: Cost Sheet**

The vendor must provide pricing inclusive of all associated costs for the following items including the cost of delivery. The estimated quantities contained on the cost sheet are intended for bid evaluation purposes only. Actual quantities may vary based upon the needs of the agency. Vendors should complete this pricing sheet in conjunction with submission of manufacturer's quotes.

Item No.	Description	Unit Cost	Estimated Qty.	Extended Cost
1	<b>UHF</b> Digital Mobile	\$ NO BID	150	
2	<b>VHF</b> Digital Mobile (TK5710GBK, 10FMD, L1028)	\$1,533.90	30	\$46,017.00
<i>Options for items 1-2</i>				
A.	Desktop Microphone (substitute for mobile) KMC-9B	\$ 64.66	30	\$ 1,939.65
B.	Desktop Power Supply KPS-15	\$ 115.91	30	\$ 3,477.30
C.	Encryption Key Loader cable (for KVL3000+) KPG-94	\$ 175.88	10	\$ 1,758.60
D.	Programming Software KPG-95DK	\$ 420.76	10	\$ 4,200.76
E.	Programming Cable KPG-43AM	\$ 76.72	10	\$ 767.20
3	<b>UHF</b> Digital Mobile (TK-5810BK2, 10FMD,KWD-TR20,KWD-AE20K, L1008,L-1028,L-1056,L-1345))	\$2,135.40	150	\$320,310
4	<b>VHF</b> Digital Mobile (TK-5710BK, 10FMD, L-1028)	\$1,533.90	30	46,017.00
<i>Options for Items 3-4</i>				
A.	Desktop Microphone (substitute for mobile) KMC-9B	\$ 64.66	30	\$ 1,939.65
B.	Desktop Power Supply KPS-15	\$ 115.91	30	\$ 3,477.30
C.	Encryption Key Loader cable (for KVL3000+) KPG-94	\$ 175.88	10	\$ 1,758.60
D.	Programming Software KPG-95DK	\$ 420.76	10	\$ 4,200.76
E.	Programming Cable KPG-43AM	\$ 76.72	10	\$ 767.20
<b>Total Bid:</b>				\$436,631.02

Rev. 09/08

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

\_\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

\_\_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

XXX Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

\_\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

\_\_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

\_\_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

\_\_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

\_\_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: Kenwood USA Corporation

Signed: Barry Morris *Barry Morris*

Date: 08/20/10

Title: Public Safety Sales Manager

\*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 exceeds five percent of the total contract amount.

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

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Kenwood USA Corporation

Authorized Signature: Barry Morris *Barry Morris* Date: 08/20/10

State of California

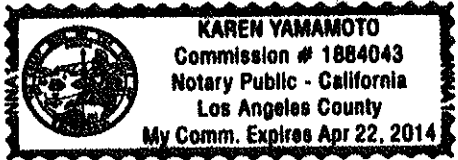
County of Los Angeles, to-wit:

Taken, subscribed, and sworn to before me this 20<sup>th</sup> day of AUGUST, 2010.

My Commission expires APRIL 22, 2014.

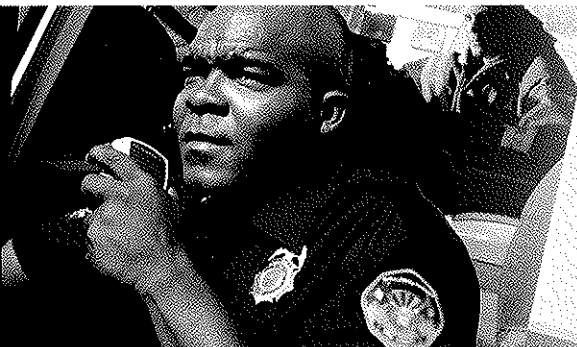
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NOTARY PUBLIC *Karen Yamamoto*



# KENWOOD

Listen to the Future



## TK-5710(H)/5810(H)

VHF/UHF FM & Project 25 Digital Mobile Radio



**FleetSync**  
by KENWOOD

### GENERAL FEATURES

- 50W & 110W (136-174 MHz)
- 45W & 100 W (450-520, 400-470 MHz)
- 50 Zones / 512 Channels
- Personality Lists
- Enhanced Kenwood Audio
- Zone/CH Voice Announce
- Emergency Features
- Tactical Group
- Intercom<sup>1</sup>
- Public Address
- Time Out Timer
- Busy Channel Lockout
- Ignition Sense<sup>2</sup>
- Timed Power Off
- DB-25 & 9-Pin Accessory Connectors<sup>3</sup>
- Transceiver Password
- Date & 12/24 Hour Time Clock
- Windows<sup>®</sup> Programming & Tuning<sup>4</sup>
- Windows<sup>®</sup> Firmware Uploading<sup>4</sup>
- Field-Programming & Tuning
- Cloning
- Easy Option Ports (26-pin)<sup>5</sup>
- DB-25 & 9-Pin Accessory Connectors
- MIL-STD 810 C/D/E/F, IP-54
- MIL-STD Noise-Cancel Mic (included)
- MIL-STD 12-Key DTMF Mic Option

### MOUNTING CONFIGURATIONS

- Dash Mount
- Single Control Head Remote Mount
- Dual Control Head 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 Brightness Control
  - Power On/Off Switch
  - Rotary Volume Knob
  - Rotary Selector Knob
  - Backlit Keys
  - PF Key Label Inserts
  - Microphone Jack
  - MIL-STD 810 512.X Driven Rain
- KCH-14 Front Panel
- 12-Character Alphanumeric Aliases
  - 5 PF Keys
  - UP/DOWN Keys
  - Built-in Front Speaker
- KCH-15 Front Panel
- 14-Character Alphanumeric Aliases
  - 11 PF Keys
  - UP/DOWN Keys
  - External Speaker Required

### SCAN TYPES (FM & P25)

- Single Zone/Multi-Zone Scan<sup>12</sup>
- Scan Lists
- Conventional Scan
- Limited Talk Group Scan<sup>4</sup>
- Priority Monitor Scan<sup>6</sup>
- Dual Priority Scan

### FM

- QT / DQT
- Operator Selectable Tone
- Two-Tone Decode / Encode<sup>7</sup>
- DTMF Encode / Decode / Stun<sup>8</sup>
- Special Alert Tone Patterns<sup>9</sup>
- Horn Alert Output
- Encryption / ANI Board Control
- Companded Audio

### FleetSync<sup>®</sup> (FM)

- FleetSync<sup>®</sup> or FleetSync<sup>®</sup> II<sup>10</sup>
- PTT ID Digital ANI
- Caller ID Display
- Status Messaging
- Emergency & Stun Statuses
- Selective & Group Call
- Text Messaging

### MDC-1200<sup>11</sup>

- PTT ID Digital ANI
- Caller ID Display
- Emergency Status
- Radio Check
- Radio Inhibit

### P25 DIGITAL

- P25 Digital Conventional
- P25 Digital Trunking Option
- IMBE<sup>™</sup> VOCODER
- Talk Group ID Lists
- Individual ID Lists
- Caller ID Display
- RSSI Indicator
- Remote Monitor / Remote Check
- Radio Inhibit
- Encryption Key Delete
- Encryption Key Zeroize (SCM required)<sup>12</sup>
- Encryption Key Retention (SCM required)<sup>12</sup>
- DES 16-Key SCM Option<sup>12</sup>
- AES FIPS 140-2 & DES 16-Key SCM Option<sup>12</sup>
- KPG-94 KVL Key Loader Interface Cable<sup>13</sup>

