



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

# Request for Quotation

RFQ NUMBER:  
**7075251**

PAGE:  
**1**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

First Communications Inc  
 234 Blountstown Hwy  
 Tallahassee, Fl 32304

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2007	Net 30	UPS	X Yes	Ground

BID OPENING DATE: **02/28/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	350	EA		725-27	\$451.00	\$157,850.00
<p>LOW BAND DASH MOUNT MOBILE RADIOS</p> <p>TO PROVIDE LOW BAND DASH MOUNT MOBILE RADIOS PER THE ATTACHED PROCUREMENT SPECIFICATIONS NO. S.E 650-002.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 850.576.7113	DATE 2/27/2007
TITLE President	FEIN 59-3133880	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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TYPE NAME/ADDRESS HERE

**VENDOR**  
 First Communications Inc  
 234 Blountstown Hwy  
 Tallahassee, FL 32304

**SHIP TO**  
 DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(NO) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:            N/A</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;            OR            ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 850.576.7113	DATE 27 Feb 2007
TITLE President	FEIN 59-3133880	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 First Communications  
 234 Blountstown Hwy  
 Tallahassee, FL 32304

DIVISION OF HIGHWAYS  
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02/06/2007	Net 30	UPS	YES	Inc
BID OPENING DATE: 02/28/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>First Communications Inc</u></p> <p>DATE: <u>27 February 2007</u></p> <p>SIGNED: </p> <p>TITLE: <u>Charles C. Livingston Jr</u> President</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
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BID OPENING DATE: 02/28/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 7075251</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 850.576.7113	DATE 02-27-2007	
TITLE President	FEIN 59-3133880	ADDRESS CHANGES TO BE NOTED ABOVE	

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**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2402**

RFQ COPY

TYPE NAME/ADDRESS HERE  
 First Communications Inc  
 234 Blountstown Hwy  
 Tallahassee, Fl 32304

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
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BID OPENING DATE: 02/28/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Leila G. Allen 850 576 7113 -----						
***** THIS IS THE END OF RFQ 7075251 ***** TOTAL: \$157,850.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chris Y...</i>	TELEPHONE 850.576.7113	DATE 2-27-2007
TITLE President	FEIN 59-313380	ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS FOR MOBILE RADIOS

NO. S. E. 650-002

LOW BAND DASH MOUNT MOBILE RADIOS

1.0 Purpose

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

2.0 Bidders Compliance Report

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

3.0 Representative unit for test

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

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

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

- 5.0 Unspecified Accessories and Features

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

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

- 6.0 Manufacturer's Warranty and Service Policy

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

- 7.0 Delivery

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

- 7.2 Delivery 90 days after order.

## 8.0 General Specifications

8.1 Number of Channels : 32 Minimum

8.2 Frequency Spread: 36.0 to 50.0 MHz

8.3 Controls: Shall have front microphone/program jack

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

8.4 Programming:

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

8.5 Receiver Specifications :

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

8.6 Transmitter Specification :

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



NOTE: Vendor should type Bidder's Compliance Report

DIVISION OF HIGHWAYS  
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
EQUIPMENT DIVISION

BIDDERS COMPLIANCE REPORT

PROCUREMENT SPECIFICATIONS FOR MOBILE RADIOS

NO. S. E. 650-002

LOW BAND DASH MOUNT MOBILE RADIOS

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

SPECIFICATIONS - GENERAL

Reference Requisition No. 7075251

Bidder's Name: First Communications Inc

Address: 234 Blountstown Hwy Tallahassee, FL 32304

Telephone Number: 850.576.7113

Years Company has been registered to do business with the State of West Virginia: 8 YEARS

Manufacturer, model, series, and date of manufacture of proposed unit:  
MOTOROLA CDM1ZSD AAM25DKD9AA2-N Current year 2007

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

If not, why? \_\_\_\_\_

Bid price per unit:  
\$ 451.00 X 350 = \$157,850.00 TOTAL BID

When will required number of operating and service manuals and complete parts lists be delivered to Equipment Division at Buckhannon, W.V. \_\_\_\_\_ prior to delivery of unit, or WITH RADIOS

6.0 WARRANTY

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

TWO YEAR PARTS - LABOR WARRANTY  
1 YEAR WARRANTY ON ACCESSORIES

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

SEE ATTACHED

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

SEE ATTACHED

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

Manufacturer: MOTOROLA

Model: EDM1250 AAM25DKD9AA 2-N

**B**

## CONVENTIONAL BRANDED DEALER SUPPORT GENERAL INFORMATION

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Date 9/11/06

### MOTOROLA ONLINE (MOL) WEB SITE

<https://businessonline.motorola.com>

*The price pages available within the Motorola Online (MOL) website are the official price pages. Paper price pages are sent out twice a year. Any periodic updates to the pages will be posted on the Motorola Online (MOL).*

**Motorola Online presents a wide variety of ways to do business with Motorola.**

<i>Buying Center</i>	<i>Includes parts &amp; equipment purchasing</i>
<i>Order Status</i>	<i>Get the status and detail of parts &amp; equipment orders</i>
<i>Account Status</i>	<i>Check on account summary, invoices, and balance</i>
<i>Payment Center</i>	<i>Pay invoices online via a checking account</i>
<i>Resource Center</i>	<i>Find a library of product, marketing, and sales information</i>
<i>Repair Status</i>	<i>Obtain the status of radios you send in for repair</i>
<i>Training Center</i>	<i>Links to the Motorola Worldwide Learning Services</i>
<i>Contact Us</i>	<i>Two means of support – Contact Us link or 1-800-814-0601</i>

### GENERAL INFORMATION

*- Products not in your Dealer Price Book may be available through the "Above the Price Book Program" or the "Dealer Referral Program." For more information visit Motorola Online (MOL) or contact your Area Distribution Manager.*

*- Prices Subject to Change Upon Notice*

### RETURN / REPLACEMENT PROCEDURES

#### **Return Policy:**

Motorola Radio Products and Services Division (RPSD) will accept the return of new and unused Motorola products in their original packaging material within 45 calendar days of the original shipment of the product. After 45 calendar days, a 20% restocking fee will be assessed. Restocking fees for tower hardware, site equipment and test stations will be applied per the individual supplier's policy set forth in the supplier's stated terms and conditions accompanying product packing slip. Products ordered to a specific frequency or code may not be returnable. After 90 days, no returns of new, unused equipment will be accepted by Motorola (tower, site, and test equipment included). This policy applies to all Motorola products purchased through RPSD or the Radio Systems Division Infrastructure Support Products Operation (ISPO), including products supplied through 3rd party suppliers, unless superseded by a large contract. In order to ensure your return is successfully processed, you must contact Dealer Support Services, Customer Service at 1-800-927-2744 to obtain a Return Authorization Number and shipping instructions.

#### **45 Day Warranty Replacement:**

RPSD will replace defective radios (Branded/Radius) under warranty that are returned within 45 calendar days of the end user purchase for up to one year from the factory shipment date. Defective radio(s) should be shipped to the following address along with the proper documentation to:

Motorola Customer Fulfillment Center  
Attn: RPSD Program / Tracking # \_\_\_\_\_  
2222 Galvin Drive  
Elgin, IL 60123

(Note: Please call 800-422-4210 to receive a preauthorization number prior to sending in a return)

**II. GENERAL PROVISIONS:**

This warranty sets forth the full extent of MOTOROLA's responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at MOTOROLA's option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

**III. STATE LAW RIGHTS:**

SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF OR CONSEQUENTIAL DAMAGE; LIMITATION ON HOW LONG AN WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY.

This warranty gives specific legal rights. There may be other rights which may vary from state to state.

**IV. HOW TO GET WARRANTY SERVICE:**

You must provide proof of purchase, date of purchase and Product item number in order to receive warranty service. To receive service, you must either deliver or send the Product item, transportation and insurance prepaid, to an authorized service location. Warranty service is provided by Motorola through one of our authorized warranty service locations. You can contact the company which sold your Product (e.g., dealer or communication service provider) to facilitate your obtaining warranty service. You can also call Motorola at 1-800-4-A-MOTOROLA in the US/Canada.

## V. WHAT THIS WARRANTY DOES NOT COVER:

- A Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B Defects or damage from misuse, accident, water, or neglect.
- C Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment
- D Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-Motorola supplied equipment) which adversely affect performance of the Product or interfere with Motorola's normal warranty inspection and testing of the Product to verify any warranty claim.
- F Product which has had the serial number removed or made illegible.
- G Freight costs to the repair depot
- H A Product which, due to illegal or unauthorized alteration of the software/

firmware in the Product, does accordance with MOTOROLA specifications or the FCC ty labeling in effect for the Pro the Product was initially dist MOTOROLA.

- I Scratches or other cosmetic Product surfaces that does operation of the Product.
- J Normal and customary wea

## VI. PATENT AND SOFTWARE

MOTOROLA will defend, at its o suit brought against the end use the extent that it is based on a c Product or parts infringe a Unite and MOTOROLA will pay those damages finally awarded agains purchaser in any such suit whicl to any such claim, but such defe payments are conditioned on th

- A that MOTOROLA will be no writing by such purchaser o such claim;
- B that MOTOROLA will have : the defense of such suit anc for its settlement or compro

C should the Product or parts become, or in MOTOROLA's opinion be likely to become, the subject of a claim of infringement of a United States patent, that such purchaser will permit MOTOROLA, at its option and expense, either to procure for such purchaser the right to continue using the Product or parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or parts as established by MOTOROLA.

MOTOROLA will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or parts furnished hereunder with software, apparatus or devices not furnished by MOTOROLA, nor will MOTOROLA have any liability for the use of ancillary equipment or software not furnished by MOTOROLA which is attached to or used in connection with the Product. The foregoing states the entire liability of MOTOROLA with respect to infringement of patents by the Product or any parts thereof.

Laws in the United States and of preserve for MOTOROLA certain for copyrighted MOTOROLA sof the exclusive rights to reproduce distribute copies of such Motoro MOTOROLA software may be u Product in which the software w; embodied and such software in : may not be replaced, copied, dis modified in any way, or used to p derivative thereof. No other use without limitation, alteration, mo reproduction, distribution, or reve of such MOTOROLA software or rights in such MOTOROLA softw No license is granted by implicat otherwise under MOTOROLA pa copyrights.

## VII. GOVERNING LAW:

This Warranty is governed by the State of Illinois, USA.

44

*Joseph L. McGee*

Motorola Pre-Sales Customer Support

Sales and Customer Support Operations

Phone: 800-927-2744

2-Way Post-Sale Ext 6279

2-Way Pre-Sales Ext 6204

Site-Broadband Ext 6883

**MOTO**TRBO™

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No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.5.446 / Virus Database: 268.18.4/703 - Release Date: 2/26/2007 2:56 PM

2/27/2007

**From:** McGee Joseph-C77858  
**Date:** 02/27/2007 05:57:11 PM  
**To:** natsales@firstcomm.net  
**Subject:** CDM1250 Warranty

## WARRANTY

### LIMITED WARRANTY

#### MOTOROLA COMMUNICATION PRODUCTS

##### I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

MOTOROLA INC. ("MOTOROLA") warrants the MOTOROLA manufactured Communication Products listed below ("Product") against defects in material and workmanship under normal use and service for a period of time from the date of purchase as scheduled below:

CDM1250 Mobile Units	Two (2) Years
Product Accessories	One (1) Year

Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it (with a new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided it is returned in accordance with the terms of this warranty. Replaced parts or boards are warranted for the balance of the original applicable warranty period. All replaced parts of Product shall become the property of MOTOROLA.

This express limited warranty is extended by MOTOROLA to the original end user only and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by MOTOROLA. MOTOROLA assumes no obligation for additions or modifications to the Product unless made in writing and signed by an authorized representative of MOTOROLA. Unless made in a separate agreement between MOTOROLA and the original end user purchaser, MOTOROLA does not warrant the installation, maintenance, or service of the Product.

MOTOROLA cannot be responsible for any ancillary equipment not furnished by MOTOROLA which is attached to or connected with the Product, or for the Product with any ancillary equipment if such equipment is expressly excluded from this warranty. Because each system with the Product is unique, MOTOROLA disclaims liability for range, coverage, or operation of the system as a whole under this warranty.





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6.2

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 Reseller Name : Not selected

A customized two-way communication solution that may include local or wide area coverage, as well as pre- and post-sales support, programming, or training. An out-of-the-box, on-site two-way communication solution.

A Wireless Broadband solution (WiBB) using rugged laptops, in car video recording, and automatic license plate recognition.

A Fixed Wireless Broadband solution(WiBB) using HotZone Duo, Canopy, Point to Point, Mesh Camera, etc. Examples of Fixed WiBB solutions are campuses, hot spots, and hot zones.

A Mobile Wireless Broadband solution (WiBB) using Motorola's full WiBB solutions portfolio with emphasis on Mobile solutions using MOTOMESH and/or Wireless Mesh Broadband (WMB). Examples of Mobile solutions are city wide deployments of Mobile WiBB using MOTOMESH and or WMB, and city wide deployments of Fixed WiBB using HotZone Duo.

#### CSE CORP

330-F HARPER PARK DR  
BECKLEY, WV, 25801

Distance: 99 97

#### HIBBS RADIO COMM

205 S MAIN ST  
PHILIPPI, WV, 26416

Phone: 304-457-1852

Distance: 13 71

#### LLOYD HOFF HOLDING CORP DBA LLOYD'S ELECTRONICS

351 INDUSTRIAL PK RD  
JANE LEW, WV, 26378

[\( Visit us online \)](#)

Phone: 304-884-7819

Distance: 12 55

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6.1 + 6.2



The Nationwide Association of Authorized Motorola Service Stations



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Upcoming Meetings

## USMSS Member Directory

### West Virginia

#### Morgantown



**Staley Communications, Inc.**  
 1902 Industrial Park Road, Suite 902  
 Morgantown WV 26501  
**Phone:** 304-284-0110  
**Fax:** 304-284-9119  
**Web Site:** [www.staleycom.com](http://www.staleycom.com)  
**Email:** [mstaley@staleycom.com](mailto:mstaley@staleycom.com)

As an authorized Motorola Service Station and full line dealer, we can also provide our customers with the benefits of full factory support from Motorola, the leader in Wireless Communications. Staley Communications, through its related companies, can also provide tower services and paging services to meet any wireless needs.

#### Wheeling



**Staley Communications, Inc.**  
 2 - 22nd St.  
 Wheeling WV 26003  
**Phone:** 304-233-8780  
**Fax:** 304-233-7518  
**Web Site:** [www.staleycom.com](http://www.staleycom.com)  
**Email:** [mstaley@staleycom.com](mailto:mstaley@staleycom.com)

As an authorized Motorola Service Station and full line dealer, we can also provide our customers with the benefits of full factory support from Motorola, the leader in Wireless Communications. Staley Communications, through its related companies, can also provide tower services and paging services to meet any wireless needs.

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# LLOYD'S ELECTRONICS

COMMUNICATIONS NEEDS!

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CORP  
DBA LLOYD'S  
ELECTRONICS  
6801 EMERSON AVE  
PARKERSBURG WV 26104  
866-854-2888  
304-464-4146 (fax)

Other Locations

866-854-2888

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### Repairs

Lloyd's Electronics has been a Motorola Service Center since 1972. We have our own trained staff of experienced service professionals who are totally committed to keeping your system performing at peak efficiency. You can expect fast turnaround and equipment fixed right the first time!



What You Can Count on:

- Warranty Support
- Quality Service for your Motorola Equipment
- Maintenance Agreements
- Friendly and Professional Personnel that Understand Your Needs

Please Call Our Service Department Today For The Location Nearest You!

1-800-788-3867

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Year model: 2007

- 8.1 Does unit have a minimum of 32 channels ?  YES  NO
- 8.2 Does unit have 36.0 to 50.0 MHZ. of frequency spread and includes 47 MHZ. range ?  
 YES  NO
- 8.3 Does unit have Front Microphone/Program Jack with a minimum of 8 character alpha numeric scan?  YES  NO
- 8.3.1 Does unit have capability for user addition of talk around button with programmable transmit offset?  YES  NO
- 8.3.2 Is convertible accessories available to purchase ?  YES  NO
- 8.3.3 Does unit have long term memory backup to allow operation on the ignition switch without loss of selected channel ?  YES  NO
- 8.4 Is the unit programmable by PC for Windows NT, 2000, XP and is the necessary software provided ?  YES  NO
- 8.5.1 Is Sensitivity @ 12db EIA SINAD : 25uv or better ?  YES  NO
- 8.5.2 Is Selectivity : -75db or better ?  YES  NO
- 8.5.3 Is Intermodulation : -70db or better ?  YES  NO
- 8.5.4 Is Spurious Rejection : -70db or better ?  YES  NO
- 8.5.5 Is Frequency Spread : 12.0 MHZ or better ?  YES  NO
- 8.5.6 Is Audio Output : 10 watts external at 5% distortion?  YES  NO
- 8.6.1 Is output power : 65 watts or greater ?  YES  NO

8.6.2 Is Frequency Stability : +/- 0.0005%?

YES  NO

8.6.3 Is Spurious & Harmonics -62db or better ?

YES  NO

8.6.4 Is FM Noise : -45db or better ?

YES  NO

8.6.5 Is audio Distortion : less than 3% ?

YES  NO

8.6.6 Is frequency Separation : 12.0MHZ or better ?

YES  NO



# First Communications



**MOTOROLA**

Authorized Two-Way  
Radio Dealer

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Motorola Authorized Sales and Service

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

February 27, 2007

Subject: RFQ Number 7075251

Attention: Mr. John Johnston

Dear Mr. Johnston,

I am providing this cover letter for clarification of our proposal and more specifically the Bidder's Compliance Report. In reviewing this document please note that we checked NO on items 8.2, 8.5.5 and 8.6.6 which all pertain to the same specification regarding frequency range. As you will note in the attached product literature for the Motorola CDM1250 radio that we bid a frequency range of 36.0 to 50.0 MHZ is not available from the manufacturer in a single radio. Additionally our proposed radio is rated at 60 watts and the request is for 65 watts. All other items were checked YES and in most all of the technical specifications we exceed your requirements. I hope this information will help in evaluating our proposal. If I can be of service in any way please feel free to contact me. I thank you for your kind consideration.

Respectfully Submitted

Charlie Livingston  
President

*"Service Anytime, All The Time"*

234 Blountstown Highway  
Tallahassee, Florida 32304  
(850) 576-7113  
FAX (850) 575-9545

1605 North Cove Boulevard  
Panama City, Florida 32405  
(850) 769-7170  
FAX (850) 769-1399

108 Commerce Park Drive  
Thomasville, Georgia 31792  
(912) 228-0610  
FAX (912) 228-5778

1203A E. Shotwell Street  
Bainbridge, Georgia 31717  
(912) 246-0083  
FAX (912) 243-7451

6171 Gateway Road  
Columbus, Georgia 31909  
(706) 563-7878  
FAX (706) 569-1980

2121 Greenville Road  
LaGrange, Georgia 30240  
(706) 882-5000  
FAX (706) 882-5789

1750 Opelika Road Suite D  
Auburn, AL 36830  
(334) 502-3330  
FAX (334) 502-3331



TWO-WAY RADIOS

### CDM1250: The Versatile Radio

Perfect for growing organizations, the flexible CDM1250™ two-way mobile can readily expand to meet rapidly changing business needs. Motorola's unique X-Pand™ audio enhancement and a powerful front-projecting speaker ensure superb sound clarity, even in noisy environments. The large 14-character alphanumeric display with user-friendly icons helps make information easy to understand. A full range of signaling capabilities lets you instantly see who's sending you transmissions, notifies others you're trying to reach them even when they're away from their vehicles, and programs your radio to call a specific group or individual. The versatility of the CDM1250 mobile helps you keep productivity at its highest, no matter how fast your business grows

# CDM1250 Mobile Radio

### Additional CDM1250 Features:

- Large, easy-to-use controls
- Powerful, front-projecting speaker
- 12 5/25 kHz switchable channel spacing
- Remote mountable control head
- Data capable

#### 14-Character Alphanumeric Display with User-Friendly Icons

Information is clear and easy to read

**Multi-Language Capabilities** - Can be programmed in English, Spanish, French, and Portuguese

**RSSI Indicator** - Displays signal strength level

**Caller ID** - Identifies incoming callers

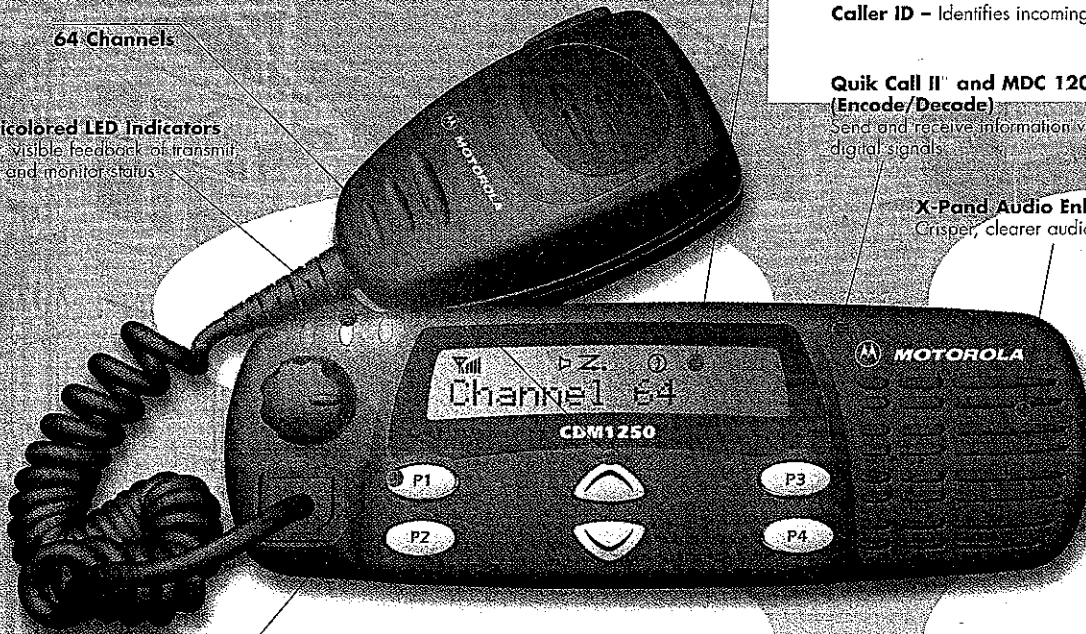
#### Quik Call II™ and MDC 1200 Signaling (Encode/Decode)

Send and receive information via tone or digital signals

**X-Pand Audio Enhancement**  
Crisper, clearer audio quality

64 Channels

**Multicolored LED Indicators**  
Clear, visible feedback of transmit, scan, and monitor status



**4 Customizable Function Buttons (P1, P2, P3, P4)**  
Program for instant access to favorite features and label according to function

**Dual Priority Scan**  
Frequently scans higher priority channels

**Repeater Talkaround**  
Unit-to-unit communication, bypassing the repeater

**Emergency Signaling**  
Sends help signal

**Horn and Lights Activation**  
Notifies users of call alerts/selective calls when away from vehicle

**Call Alert**  
Notifies individual users that you're trying to reach them

**Selective Call**  
Calls a specific group or individual

**DTMF Encode/Decode**  
Sends and receives pages and telephone calls

**Optional Voice Storage**  
Records important messages or personal memos

As Dedicated As You Are  
**Professional Radio**

# CDM1250

## Mobile Two-Way Radio Specifications

# CDM1250

General Specifications			
	Low Band	VHF	UHF
Channel Capacity	64		
Typical RF Output Low Power High Power	40-60W	1-25W 25-45W	1-25W 25-40W
Frequency	29.7-36 MHz 36-42 MHz 42-50 MHz	136-174 MHz	403-470 MHz 450-512 MHz
Dimensions (H x W x L) Low Power	—	2.34" x 7.05" x 7.32" (59 mm x 179 mm x 186 mm)	
Dimensions (H x W x L) High Power	2.39" x 7.05" x 9.84" (61 mm 179 mm x 250 mm)	2.34" x 7.05" x 7.8" (59 mm 179 mm x 198 mm)	
Weight Low Power (1-25W) High Power	4.5 lbs. (2.04 kg)	3.15 lbs. (1.43 kg) 3.5 lbs. (1.59 kg)	
Current Drain Standby Rx @ rated, external 8 ohm speaker Transmit	4 A 1.5 A 17 A	3 A 1.5 A 7 A @ 25W 13.5 A @ 45W	3 A 1.5 A 8 A @ 25W 13.5 A @ 40W
FCC Description	AZ492FT1627 (29.7-36 MHz) AZ492FT1628 (36-42 MHz) AZ492FT1626 (42-50 MHz)	AZ492FT3796 (25W) AZ492FT3795 (45W)	AZ492FT4835 (25W, 403-470 MHz) AZ492FT4830 (40W, 403-470 MHz) AZ492FT4829 (25W, 450-512 MHz) AZ492FT4836 (40W, 450-512 MHz)

Transmitter			
Specifications	Low Band	VHF	UHF
Frequencies	29.7-36 MHz 36-42 MHz 42-50 MHz	136-174 MHz	403-470 MHz 450-512 MHz
Channel Spacing	20 kHz	12.5/20/25 kHz	
Frequency Stability (-30° C to +60° C, +25° Ref.)	± 5 ppm	± 2.5 ppm VHF, UHF B1 ± 1.5 ppm UHF B2	
Power Output Low Power High Power	40-60W	1-25W 25-45W	1-25W 25-40W
Modulation Limiting	± 5.0	±2.5 @ 12.5 kHz ±4.0 @ 20 kHz ±5.0 @ 25 kHz	
FM Hum & Noise	-45 dB	-40 dB 12.5 kHz -45 dB 25 kHz	
Conducted/Radiated Emission	-26 dBm < 1 GHz -26 dBm > 1 GHz	-36 dBm < 1 GHz -30 dBm > 1 GHz	
Adjacent Channel Power	-70 dB	-60 dB @ 12.5 kHz -70 dB @ 25 kHz	
Audio Response	TIA 603 & ETS300 & CEPT 84 Annex 2		ETS 300 / CEPT 84 Annex 2
Audio Distortion	3% typical		
F1M Modulation	25 kHz 16K0F3E	25 kHz 16K0F3E 12.5 kHz 1TK0F3	

Receiver			
Specifications	Low Band	VHF	UHF
Frequencies	29.7-36 MHz 36-42 MHz 42-50 MHz	136-174 MHz	403-470 MHz 450-512 MHz
Channel Spacing	20 kHz	12.5/20/25 kHz	
Sensitivity (12 dB SINAD)	0.3 µV 0.25 µV typical	0.3 µV 0.23 µV typical	
Intermodulation	80 dB typical	75 dB @ 12.5 kHz 78 dB @ 25 kHz	75 dB @ 12.5 kHz 75 dB @ 25 kHz
Adjacent Channel Selectivity	80 dB	65 dB @ 12.5 kHz 70 dB @ 20 kHz 80 dB @ 25 kHz	65 dB @ 12.5 kHz 70 dB @ 20 kHz 75 dB @ 25 kHz
Spurious Rejection	80 dB	75 dB @ 12.5 kHz VHF 80 dB @ 25 kHz VHF	70 dB @ 12.5 kHz 75 dB @ 25 kHz
Rated Audio (external audio with 4 ohm speaker)	3W Internal 13W External		
Audio Distortion @ Rated Audio	3% typical		
Hum and Noise	-45 dB	-40 dB 12.5 kHz -45 dB 25 kHz	
Audio Response	TIA603 & ETS300 & CEPT 84 Annex 2		
Conducted Spurious Emission	-57 dBm < 1 GHz -47 dBm > 1 GHz		

Mobile Military Standards 810 C, D, & E						
Applicable MIL-STD	810C		810D		810E	
	Methods	Procedures	Methods	Procedures	Methods	Procedures
Low Pressure	500.1	1	500.2	2	500.3	2
High Temperature	501.1	1,2	501.2	1,2	501.3	1,2
Low Temperature	502.1	2	502.2	1,2	502.3	1,2
Temperature Shock	503.1	1	503.2	1	503.3	1
Solar Radiation	505.1	1	505.2	1	505.3	1
Rain	506.1	2	506.2	2	506.3	2
Humidity	507.1	2	507.2	2,3	507.3	3
Salt Fog	509.1	1	509.2	1	509.3	1
Dust	510.1	1	510.2	1	510.3	1
Vibration	514.2	8,10	514.3	1	514.4	1
Shock	516.2	1,5	516.3	1	516.4	1

Environmental Specifications	
Operating Temperature	-30 to +60° C
Storage Temperature	-55 to +85° C
Thermal Shock	-40 to +85° C
Humidity	95% RH @ 8 Hr.
ESD	IEC 801-2 KV
Water Intrusion	IP54
Packing Test	Impact Test

Ask your dealer about the other  
CDM Series Two-Way Radios that utilize  
exclusive **X-PAND** technology.



**MOTOROLA**

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Specifications subject to change without notice.  
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<http://www.motorola.com>

For more information, please contact:



AGREEMENT ADDENDUM

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

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

ACCEPTED BY:  
STATE OF WEST VIRGINIA

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR

Company Name: FIRST COMMUNICATIONS

Signed: 

Title: PRESIDENT

Date: 02-27-07

# A F F I D A V I T

**West Virginia Code §5A-3-10a states:**

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

**DEFINITIONS:**

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

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

**EXCEPTION:**

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

**LICENSING:**

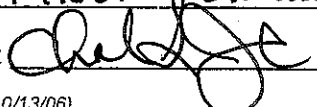
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission,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

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: FIRST COMMUNICATIONS INC

Authorized Signature:  Date: 27 FEB 07