



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
7085004

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2316

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STALEY COMMUNICATION INC
2 22ND STREET
WHEELING WV 26003

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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
08/22/2007				
BID OPENING DATE: 09/12/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	300	EA		725-27	\$399.00	\$119,700.00
<p>LOW BAND DASH MOUNT MOBILE RADIOS</p> <p>TO PROVIDE LOW BAND DASH MOUNT MOBILE RADIOS PER THE ATTACHED SPECIFICATIONS.</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>(X) 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 *Chris A. ...* TELEPHONE 800-999-3723 DATE 9/4/2007

TITLE Sales Manager FEIN 34-0905433 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>() 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:</p> <p>(X) 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;</p> <p>OR</p> <p>() 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 & 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 *Chris Al...* TELEPHONE 800-999-3723 DATE 9/4/2007

TITLE Sales Manager FEIN 34-0905433 ADDRESS CHANGES TO BE NOTED ABOVE

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08/22/2007				

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<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>Staley Communications Inc</u></p> <p>DATE: <u>8/28/07</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>President</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>C. Chip Calissie</u>	TELEPHONE <u>800-999-3723</u>	DATE <u>9/4/07</u>
TITLE <u>Sales Manager</u>	FEIN <u>34-0905433</u>	ADDRESS CHANGES TO BE NOTED ABOVE



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08/22/2007				

BID OPENING DATE: **09/12/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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: 43</p> <p>RFQ. NO.: 7085004</p> <p>BID OPENING DATE: 09/12/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">--- 304-232-5698 ---</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chris A...</i>	TELEPHONE 800-999-3723	DATE 9/4/2007
TITLE Sales Manager	FEIN 34-0905433	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED "NAME OF..."



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BID OPENING DATE: **09/12/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Chip Calissie 800-999-3723 ext 1505						
***** THIS IS THE END OF RFQ 7085004 *****						TOTAL: \$119,700.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chip Calissie</i>	TELEPHONE 800-999-3723	DATE 9/4/2007
TITLE Sales Manager	FEIN 34-0905433	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 the 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

All units shall conform to the following minimum specifications.

8.1 Number of Channels : 32 Minimum

Exceeds 64 Channels

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

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. on request for proposal:

708004

Bidder's Name: Staley Communication Inc.

Address: 2 22nd Street Wheeling WV 26003

Telephone Number: 1-800-999-3723

Years Company has been registered to do business with the State of West Virginia: 31 YEARS

Manufacturer, model, series, and date of manufacture of proposed unit:
Motorola CDM 1250

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

If not, why? _____

Bid price per unit:
\$ 399.00 X 300 = 119,700.00 TOTAL BID

When will required number of operating and service manuals and complete parts lists be delivered to Equipment Division at Buckhannon, W.V. 1 Week prior to delivery of unit, or _____

6.0 WARRANTY

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

Motorola warrants the CDM1250 mobile radio against defects in material and workmanship under normal use for a period fo two (2) years from the date of purchase. All accessories are covered under the standard one (1) year warranty. Shipping or pick-up from and back to your location is not included.

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

All warranty support to be completed at Motorola Service Department, Staley Communication locations in Morgantow at 1902 Industrial Park Road, and in Wheeling at 2 22nd Street can assist with any warranty needs.

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

Parts are inventoried at each Staley Communication facility at _____ levels that provide adequate support to customer. Increased as needed.

- 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: CDM 1250

Model: Motorola GDM 1250

Year model: 2007

- 8.1 Does unit have a minimum of 32 channels ? YES NO
Exceeds : 64 Channel capacity
- 8.2 Does unit have 36.0 to 50.0 MHZ. of frequency spread and includes 47 MHZ. range ?
Includes 47 MHZ range YES NO
Spread is 42-50 MHZ
- 8.3 Does unit have Front Microphone/Program Jack with a minimum of 8 character alpha
numeric scan?
 YES NO Exceeds: 14 Character alphanumeric display
- 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 ?
47 MHZ range is included YES NO
no affect to operation of radio
- 8.5.6 Is Audio Output : 10 watts external at 5% distortion? YES NO
Exceeds: 13 Watt external
- 8.6.1 Is output power : 65 watts or greater ? YES NO
60 Watts

- 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 ?
Includes 47 MHZ range YES NO


BIDDER SIGNATURE

8/28/2007
DATE

WV-96
Rev. 5/94

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

VENDOR

Spending Unit: _____

Company Name: Staley Communication Inc

Signed: _____

Signed:  _____

Title: _____

Title: President

Date: _____

Date: 8/20/07

RFQ No. 7085004

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

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

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

Vendor's Name: Staley Communication Inc

Authorized Signature:  Date: 8/28/07

Motorola CDM1250™

The Versatile Radio



Helps keep productivity at its highest, no matter how fast your business grows.

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

Send and receive information via tone or digital signals

Multicolored LED Indicators

Visible feedback of transmit, scan, and monitor status

64 Channels

14-Character Alphanumeric Display

Information is clear and easy to read

Multi-Language Capabilities

Programming in English, Spanish, French, or Portuguese

RSSI Indicator

Displays signal strength level

Caller ID

Identifies incoming callers

X-Pand™ Audio Enhancement

Crisp, clear audio quality

Additional Features

- 64 Channels
- 12.5/25 kHz Switchable Channel Spacing
- Data Capable
- Large, Easy to Use Controls
- Channel Selector Buttons
- Large Textured PTT Button on Palm Microphone
- Powerful, Front-Projecting Speaker
- Rugged, Die-Cast Chassis with Polycarbonate Outer Shell
- Remote Mountable Control Head

4 Customizable Function Buttons (P1, P2, P3, P4)

Program for instant access to your favorite features

Selective Call

Lets you call a specific group or individual

Dual Priority Scan

Frequently scans higher priority channels

Repeater Talkaround

Unit-to-unit communication, bypassing repeater

Emergency Signaling

Sends help signal

Horn and Lights Activation

Notifies user of call alerts/selective calls when away from vehicle

Call Alert

Notifies users that you're trying to reach them

Selective Call

Lets you call a specific group or individual

DTMF Encode

Sends pages and telephone calls

Optional Voice Storage

Records important messages or memos

Motorola Quality:

More Accessible Than You Think

Perfect for growing organizations, the CDM1250™ mobile radio can readily expand to meet rapidly changing business needs. Motorola's flexible X-Pand™ audio enhancement technology 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.

specifications

GENERAL	LOW BAND	VHF	UHF
Channel Capacity:	64	64	64
Typical RF Output:	Low Power High Power	40-60W	1-25W 25-45W 25-40W
Frequency:	29.7-36 MHz, 36-42 MHz, 42-50 MHz	136-174 MHz	403-470 MHz, 450-512 MHz
Dimensions: (HxWxD)	Low Power High Power	2.34 x 7.05 x 7.32 inch (59 x 179 x 186 mm) 2.34 x 7.05 x 7.8 inch (59 x 179 x 198 mm)	2.34 x 7.05 x 7.32 inch (59 x 179 x 186 mm) 2.34 x 7.05 x 7.8 inch (59 x 179 x 198 mm)
Weight:	Low Power (1-25W) High Power	3.15 lbs. (1.43 kg) 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	.4A 1.5A 17A	.3A 1.5A 7A @ 25W, 13.5 A @ 45W
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			
Channel Spacing:	20/30 kHz	12.5/20/25 kHz	12.5/20/25 kHz
Frequency Stability: (-30° C to +60° C, +25° Ref.)	± 5 ppm	± 2.5 ppm	± 2.5 ppm, ± 1.5 ppm UHF B2 HP
Power Output:	Low Power High Power	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	±2.5 @ 12.5 kHz, ±4.0 @ 20 kHz, ±5.0 @ 25 kHz
FM Hum and Noise:	-45dB	-40dB 12.5 kHz and -45dB 25 kHz	-40dB 12.5 kHz and -45dB 25 kHz
Conducted/Radiated Emission:	-26dBm < 1 GHz and -26dBm > 1 GHz	-36dBm < 1 GHz, -30dB > 1 GHz	-36dBm < 1 GHz and -30dBm > 1 GHz
Adjacent Channel Power:	-70dB	-60dB @ 12.5 kHz and -70dB @ 25 kHz	-60dB @ 12.5 kHz and -70dB @ 25 kHz
Audio Response:	TIA 603 & ETS 300 & CEPT84 Annex 2	TIA 603 & ETS 300 & CEPT 84 Annex 2	ETS 300 & CEPT 84 Annex 2
Audio Distortion:	3% typical	3% typical	3% typical
FM Modulation:	25 kHz 16K0F3E	25 kHz 16K0F3E, 12.5 kHz 11K0F3	25 kHz 16K0F3E, 12.5 kHz 11K0F3
RECEIVER			
Frequency:	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	12.5/20/25 kHz
Sensitivity: (12dB SINAD)	0.3 µV, 0.25 µV typical	0.3 µV, 0.23 µV typical	0.3 µV, 0.23 µV typical
Intermodulation:	80dB typical	75dB @ 12.5 kHz, 78dB @ 25 kHz	75dB @ 12.5 kHz, 75dB @ 25 kHz
Adjacent Channel Selectivity:	80dB	65dB @12.5 kHz, 70dB @ 20 kHz, 80dB @25 kHz	65dB @12.5 kHz, 70dB @ 20 kHz, 75dB @25 kHz
Spurious Rejection:	80dB	75dB @12.5 kHz, 80dB @ 25 kHz	70dB @12.5 kHz, 75dB @ 25 kHz
Rated Audio: (external audio with 4 ohm speaker)	3W Internal Speaker, 13W External Speaker	3W Internal Speaker, 13W External Speaker	3W Internal Speaker, 13W External Speaker
Audio Distortion @ Rated Audio:	3% typical	3% typical	3% typical
Hum and Noise:	-45dB	-40dB 12.5 kHz, -45dB 25 kHz	-40dB 12.5 kHz, -45dB 25 kHz
Audio Response:	TIA603 & ETS 300 & CEPT 84 Annex 2	TIA603 & ETS 300 & CEPT 84 Annex 2	TIA603 & ETS 300 & CEPT 84 Annex 2
Conducted Spurious Emission:	-57dBm < 1 GHz, -47dBm > 1 GHz	-57dBm < 1 GHz, -47dBm > 1 GHz	-57dBm < 1 GHz, -47dBm > 1 GHz
ENVIRONMENTAL			
Operating Temperature:	-30° to +60° C	-30° to +60° C	-30° to +60° C
Storage Temperature:	-55° to +85° C	-55° to +85° C	-55° to +85° C
Thermal Shock :	-40° to +85° C	-40° to +85° C	-40° to +85° C
Humidity:	95% RH @ 8 Hr.	95% RH @ 8 Hr.	95% RH @ 8 Hr.
ESD:	IEC 801-2 KV	IEC 801-2 KV	IEC 801-2 KV
Water Intrusion:	IP54	P54	P54
Packing Test:	Impact Test	Impact Test	Impact Test

PORTABLE MILITARY STANDARDS 810 C, D, & E*

Applicable MIL-STD	810C Methods/Procedures	810D Methods/Procedures	810E 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, 3	506.3/2
Humidity:	507.1/2	507.2/3	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

* MIL Standards - The CDM mobile radio is designed to meet most requirements for MIL STD 810 C, D, and E.



Staley Communication Inc

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3042338780
304-233-7518

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Commercial Warranty

(STANDARD)

This warranty applies within the fifty (50) United States, the District of Columbia and Canada.

LIMITED WARRANTY MOTOROLA COMMUNICATION PRODUCTS

If the affected product is being purchased pursuant to a written Communications System Agreement signed by Motorola, the warranty contained in that written agreement will apply. Otherwise, the following warranty applies.

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG

Motorola Inc. or, if applicable, Motorola Canada Limited ("Motorola") warrants the Motorola manufactured radio communications product, including original equipment crystal devices and channel elements ("Product"), against material defects in material and workmanship under normal use and service for a period of One (1) Year from the date of shipment.

Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use 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 obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Unless made in a separate written 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 in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Because each system which may use the Product is unique, Motorola disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

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. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 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, INDIRECT 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. HOW TO GET WARRANTY SERVICE

Purchaser must notify Motorola's representative or call Motorola's Customer Response Center at 1-800-247-2346 within the applicable warranty period for information regarding warranty service.

IV. 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) Batteries (they carry their own separate limited warranty).
- H) Freight costs to the repair depot.
- I) A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with Motorola's published specifications or with the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from Motorola.
- J) Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- K) That the software in the Product will meet the purchaser's requirements or that the operation of the software will be uninterrupted or error-free.
- L) Normal and customary wear and tear.
- M) Non-Motorola manufactured equipment unless bearing a Motorola Part Number in the form of an alpha numeric number (i.e., TDE6030B).

V. GOVERNING LAW

In the case of a Product sold in the United States and Canada, this Warranty is governed by the laws of the State of Illinois and the Province of Ontario, respectively.

VI. PATENT AND SOFTWARE PROVISIONS

Motorola will defend, at its own expense, any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or its parts infringe a United States patent, and Motorola will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- A) that Motorola will be notified promptly in writing by such purchaser of any notice of such claim;
- B) that Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and
- C) should the Product or its 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 its 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 its parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or its 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 its 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 its parts thereof.

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