



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

V
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O
R

*709051513 304-472-4202
BISERS RADIO SERVICE
PO BOX 2

LORENTZ WV 26229

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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	FOB	FREIGHT TERMS
08/22/2007	N 20	WIKI DELIVER	DESTINATION	NO CHARGE
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 LOW BAND DASH MOUNT MOBILE RADIOS KENWOOD TK 6110 TYPE 3 TO PROVIDE LOW BAND DASH MOUNT MOBILE RADIOS PER THE ATTACHED SPECIFICATIONS.	395.83	118,749.00
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).						
A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
(X) 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 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Theodore B. Bine</i>	TELEPHONE	304-472-4202	DATE	9/6/07
TITLE	OWNER	FEIN	55-061-8055	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>() 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>						

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08/22/2007

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09/12/2007

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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>BISER'S RADIO SERVICE</u></p> <p>DATE: <u>9/6/07</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>OWNER</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE		DATE
TITLE		FEIN		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
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)						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: 43						
RFQ. NO.: 7085004						
BID OPENING DATE: 09/12/2007						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
304-472-1875						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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FREIGHT TERMS

BID OPENING DATE:

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BID OPENING TIME

01:30PM

LINE

QUANTITY

UOP

CAT
NO

ITEM NUMBER

UNIT PRICE

AMOUNT

CONTACT PERSON (PLEASE PRINT CLEARLY):

THEODORE (TED) BISER

***** THIS IS THE END OF RFQ 7085004 ***** TOTAL:

118,749.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

Theodore A. Biser

TELEPHONE

304-472-4202

DATE

9/6/07

TITLE

OWNER

FEIN

55-061-8055

ADDRESS CHANGES TO BE NOTED ABOVE

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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

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:

708 5004

Bidder's Name: BISER'S RADIO SERVICE

Address: P.O. Box 2 LORENTZ WV 26229

Telephone Number: 304-472-4202

Years Company has been registered to do business with the State of West Virginia: 30 YEARS

Manufacturer, model, series, and date of manufacture of proposed unit:

KENWOOD TR6110 TYPE 2 CURRENT MANUFACTURE

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

If not, why? _____

Bid price per unit:

\$ 395.83 X 300 = 118,749.00 TOTAL BID

INCLUDES 300 RADIOS, ONE SERVICE MANUAL, 12, KPG-46 AM PROGRAMMING CABLES, ONE, KPG-59 DK SOFTWARE CD.

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 UNIT.

6.0 WARRANTY

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

TWO YEAR ON RADIO UNIT, ONE YEAR ON
ACCESSORIES - SUCH AS MICROPHONE

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

SERVICE TO COMPONENT LEVEL

BISER'S RADIO SERVICE, LORENTZ WV 26229

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

BISER'S RADIO SERVICE, LORENTZ WV

- 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: KENWOOD

Model: TK 6110 TYPE 2

Year model: CURRENT MANUFACTURE

- 8.1 Does unit have a minimum of 32 channels ? X YES ____ NO
- 8.2 Does unit have 36.0 to 50.0 MHZ. of frequency spread and includes 47 MHZ. range ?
X YES ____ NO
- 8.3 Does unit have Front Microphone/Program Jack with a minimum of 8 character alpha numeric scan?
X YES ____ NO
- 8.3.1 Does unit have capability for user addition of talk around button with programmable transmit offset?
X YES ____ NO
- 8.3.2 *TRUNK MOUNT KIT NOT AVAILABLE*
Is convertible accessories available to purchase ? ____ YES X NO
- 8.3.3 Does unit have long term memory backup to allow operation on the ignition switch without loss of selected channel ?
X YES ____ NO
- 8.4 Is the unit programmable by PC for Windows NT, 2000, XP and is the necessary software provided ?
X YES ____ NO
- 8.5.1 Is Sensitivity @ 12db EIA SINAD : .25uv or better ?
X YES ____ NO
- 8.5.2 Is Selectivity : -75db or better ?
X YES ____ NO
- 8.5.3 Is Intermodulation : -70db or better ?
X YES ____ NO
- 8.5.4 Is Spurious Rejection : -70db or better ?
X YES ____ NO
- 8.5.5 Is Frequency Spread : 12.0 MHZ or better ?
X YES ____ NO
- 8.5.6 Is Audio Output : 10 watts external at 5% distortion?
X YES ____ NO
- 8.6.1 Is output power : 65 watts or greater ?
X YES ____ NO

8.6.2 Is Frequency Stability : +/- 0.0005%? X YES NO

8.6.3 Is Spurious & Harmonics -62db or better ? X YES NO

8.6.4 Is FM Noise : -45db or better ? X YES NO

8.6.5 Is audio Distortion : less than 3% ? X YES NO

8.6.6 Is frequency Separation : 12.0MHZ or better ? X YES NO

Theodor R. Biau
BIDDER SIGNATURE

9/6/07
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

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: BISER'S RADIO SERVICE

Signed: Theodor R Biser

Title: OWNER

Date: 9/6/07

RFQ No. 7085004STATE 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.

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: BISER'S RADIO SERVICE

Authorized Signature: Theodore R. Biser Date: 9/6/07

WARRANTY ON LAND MOBILE RADIOS AND ACCESSORIES

Kenwood Communications Corporation ("KENWOOD") warrants its Land Mobile Radios and accessories purchased from an authorized KENWOOD dealer in the United States (the "Products") as follows:

WHAT IS COVERED AND WHAT IS EXCLUDED

Except as specified below, Products will be free from defects in material and workmanship under normal use and service for the time specified below. The following are not covered by this Warranty:

1. Damage, defects, deterioration or failure resulting from:

- A. Accident, misuse, negligence, abuse, neglect, improper handling, product modification or failure to follow instructions contained in your Owners Manual.
- B. Improper or unauthorized testing, operation, alteration, disassembly, modification, adjustment or repairs.
- C. Environmental conditions which adversely effect product performance such as; exposure to fire, water, excessive moisture, dampness, extreme changes in climate or temperature or other environmental conditions or other acts including power surges, lightning, electro-static discharge, acts of God or other casualties which are not the fault of KENWOOD and which the Product is not specified to tolerate.
- D. Repair or attempted repair by anyone not authorized by KENWOOD.
- E. Installation of parts or accessories that do not conform to the quality or specifications of the original parts or accessories.
- F. Installation of the Product in, or removal of the Product from, the vehicle or other site of its use.
- G. Use of a Product in conjunction with hardware or software electrically or mechanically incompatible with such Product.
- H. Use of a Product in conjunction with accessories or ancillary equipment not supplied by KENWOOD.
- I. Normal and customary wear and tear.

2. Damage, defects, deterioration, failure or loss occurring during shipment (claims must be presented to the carrier).

3. Any unit that is not new when sold to the first end user or upon which the serial number has been defaced, modified or removed.

4. Damage, defects, deterioration or failure of radios caused by poorly tuned and/or installed antennas.

5. Damage, defects, deterioration or failure of rechargeable batteries if any of the seals on the battery enclosure of cells are broken or show evidence of tampering or if caused by use of the batteries in equipment or service other than in conjunction with the Product for which it is specified.

USE OF THE PRODUCT WITH ACCESSORIES OR OTHER EQUIPMENT NOT SUPPLIED BY KENWOOD OR OTHERWISE NOT EXPRESSLY AUTHORIZED BY KENWOOD MAY BE DANGEROUS AND WILL VOID THE PRODUCT WARRANTY. ALL SUCH ACCESSORIES AND ANCILLARY EQUIPMENT ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. BECAUSE EACH SYSTEM THAT MAY INCORPORATE A PRODUCT IS UNIQUE, KENWOOD DISCLAIMS ANY LIABILITY OR WARRANTY COVERAGE FOR OR WITH RESPECT TO RANGE, COVERAGE OR OPERATION OF THE SYSTEM AS A WHOLE.

HOW LONG IS THE WARRANTY

This Warranty will remain in effect for two (2) years for radios (except the TK-2140 and TK-3140 models that are three (3) years), and one (1) year for accessories (including rechargeable batteries) measured from the date of purchase by the first end user.

WHO IS PROTECTED

This Warranty is enforceable only by the first end user. Transfer or resale of a Product will automatically terminate warranty coverage with respect to that Product. This Warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product.

WHAT WE WILL DO AND HOW TO OBTAIN WARRANTY SERVICE

KENWOOD will, at its sole absolute discretion, either repair or replace a Product with a new or a rebuilt unit (which unit may include new and/or reconditioned parts) if found by KENWOOD to be defective in material and workmanship. If KENWOOD determines that it is unable to repair or replace such Product, KENWOOD shall refund the purchase price for such Product. The foregoing is subject to your returning the defective Product to a KENWOOD Land Mobile dealer or authorized service center within the Warranty period, accompanied by a sales receipt or other evidence of the date of purchase. If it is necessary to ship the Product for Warranty service, you are responsible for the initial shipping charges, but KENWOOD will pay the return shipping charges if the Product is repaired or replaced under Warranty. You are responsible for any charges incurred in removing the product from the vehicle or other site of use and for reinstallation of the repaired or replaced Product. All replaced Products or parts and Products or parts for which a refund has been given will become the property of KENWOOD.

EXCLUSION OF OTHER WARRANTIES AND DAMAGES

Unless considered unlawful or unenforceable under applicable law:

- A. THIS IS THE COMPLETE WARRANTY GIVEN BY KENWOOD AND IT IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. KENWOOD ASSUMES NO OBLIGATIONS OR LIABILITY FOR ADDITIONS OR MODIFICATIONS TO THIS WARRANTY. ALL IMPLIED WARRANTIES WITH RESPECT TO PRODUCTS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.
- B. KENWOOD'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT, AT KENWOOD'S OPTION, OF ANY DEFECTIVE PRODUCT, AND SHALL NOT INCLUDE DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOSS OF PROFITS OR SAVINGS OR ANTICIPATED PROFITS OR SAVINGS.

This Warranty is enforceable only in the United States of America and governed by the laws of the State of California.

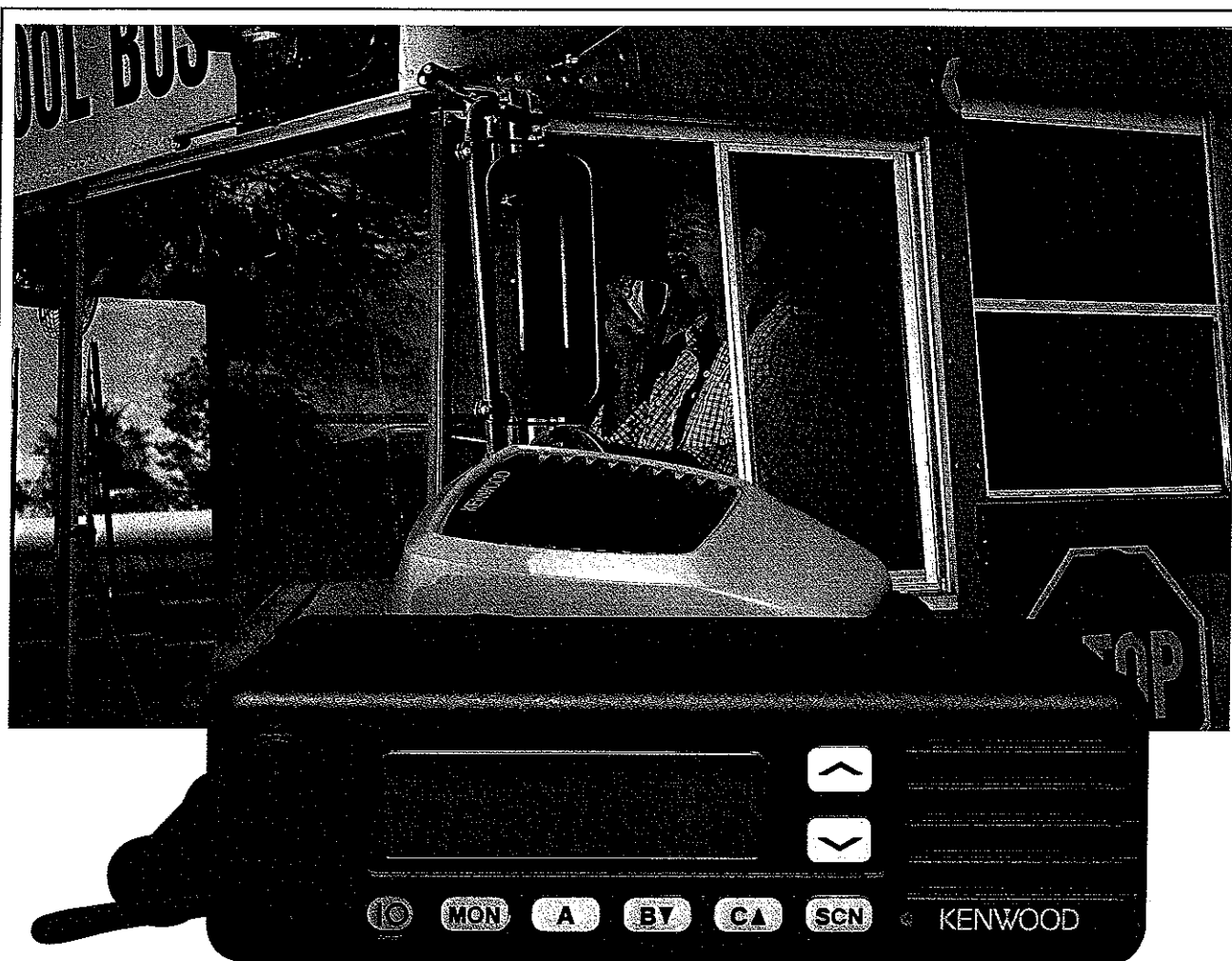
If a problem develops during or after the Warranty Period, or if you have any questions regarding the operation of the product, you should contact your KENWOOD Authorized Dealer or Authorized Service Center. If the problem or your question is not handled to your satisfaction, please contact our Customer Relations Department at the address listed below.

KENWOOD SERVICE CORPORATION
P.O. BOX 22745
2201 East Dominguez Street Long Beach, CA 90801-5745 U.S.A. Phone (310) 761-8275

KENWOOD

TK-6110

Compact VHF Low Band FM Mobile Transceiver



- 32-CHANNEL CAPACITY
- WIDE-BAND COVERAGE
- 8-CHARACTER, ALPHANUMERIC DISPLAY
- PRIORITY SCAN
- 7 PROGRAMMABLE FUNCTION KEYS
- MIL-STD 810 C, D & E
- DIE-CAST CHASSIS
- OPERATOR SELECTABLE TONE/CODE (OST)
- FLASH MEMORY ADVANTAGE

Answering Your Every

The search for absolutely reliable communications is over. Kenwood's TK-6110 mobile transceiver features a redesigned heat-sink that provides exceptional strength and heat dissipation in all operating conditions. 70 watts of high-power output and compact dimensions for easy mounting in limited-space installations make this rugged unit the first choice for today's demanding applications.

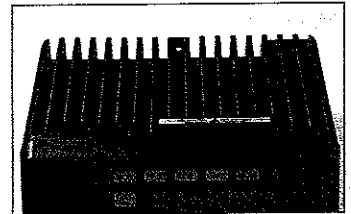


SERIOUS RADIO FOR SERIOUS BUSINESS

STRENGTH & DURABILITY

LIGHTWEIGHT & COMPACT CONSTRUCTION

The newly designed aluminum die-cast heat-sink provides exceptional strength and heat dissipation to handle the unit's 70 W high-power output. And the TK-6110's compact dimensions (6-1/4 (W) x 2 (H) x 6-1/4 (D) in.) allow mounting even in tight spaces.



MIL-STD 810 C/D/E

The TK-6110 meets or exceeds tough U.S. Department of Defense MIL-STD 810 C, D & E environmental standards in several categories, in addition to passing Kenwood's own stringent tests based on technical and industrial standards.

VERSATILITY

32-CHANNEL CAPACITY

The 32-channel capacity ensures plenty of room for basic and multi-channel applications.

CHANNEL SCAN FEATURES & PRIORITY SCAN

Scan, channel add/delete, and priority channel checking are some of the parameters that can be set to accommodate any channel scanning need. Talk-back scan allows users to respond immediately to calls regardless of the pre-programmed or selected scan revert channel. Additionally, undesired channels can be deleted temporarily with the nuisance delete feature.



Call

7 PROGRAMMABLE FUNCTION KEYS (PF KEYS)

Every key is programmable for virtually any radio feature. This allows the unit to be fully customized to fit different user needs.

BUILT-IN QT AND DQT SIGNALING

The encoder/decoder function segregates talk groups so that users only hear calls from their own group.

DTMF SIGNALING

PTT ID provides a DTMF ANI for business and industrial applications.

BUSY CHANNEL LOCKOUT

Lockout further improves channel management by preventing transmission if another talk group is already on the air.

OPERATOR SELECTABLE TONE/CODE (OST)

The OST feature provides a programmable bank of 16 user-selectable tones (QT & DQT) for accessing different repeaters. Each tone can have an assigned alpha-tag and be directly accessed by radio controls.

BUILT-IN SELECTIVE CALLING (TWO-TONE & DTMF)

Two-tone decode allows for three code pairs, each with individual paging settings. DTMF selective calling provides individual call, and over-the-air disable/enable. Both signaling types can be assigned on a per channel basis and have audio-visual call alerting.

FLASH MEMORY ADVANTAGE

Flash memory permits updates and advanced feature set upgrades and to be made electronically without ever opening the unit. This means faster upgrades and less downtime for users.

EASY USER INTERFACE

EIGHT-CHARACTER ALPHANUMERICS & ICONS

The large, front panel display provides eight alphanumeric channel aliases and non-cryptic easy-to-read operational icons. Special operational modes are also displayed providing positive visual feedback. Besides ensuring user-friendly operation on a daily basis, these features help to facilitate fast, effective training for new users.

PROGRAMMABLE TWO-COLOR LED

The two-color LED provides traditional transmit (red), receive (green), and alert (orange) visual indications.

SECURITY

ENCRYPTION CONTROL

Secure voice communications represent an attractive choice for law enforcement use. An internal port permits the addition of optional modules to provide voice scrambling — from low-level inversion to high-level encryption. The radio's programming provides both automatic and manual control for clear and coded modes.

DIGITAL ANI AND EMERGENCY CONTROL

Unit ID and emergency ANI for computer-aided dispatch operations can be added with optional modules. Any PF key can be programmed as an Emergency key to trigger an ANI option. The emergency call feature switches the radio automatically to a pre-programmed channel for dispatcher alert.

PASSWORD-PROTECTED PROGRAMMING AND CLONING

Cloning enables the duplication of radios in the field via a simple interface cable — no need for a PC or special test jig. For users who do not require this capability, a secure password can be programmed to prevent the cloning of a lost or stolen radio. Additionally, all radios can have the programming password protected to prevent unauthorized extraction and duplication.

DEAD BEAT DISABLE (DBD)

DTMF Dead Beat Disable permits over-the-air immobilization — of either transmit or transmit/receive audio — to prevent the unauthorized use of stolen or compromised units.

EMBEDDED MESSAGE

Within the flash memory of the radio, an electronic message can be stored containing owner identification, property I.D. numbers, user and department names, service records, etc.. A radio can thus be electronically identified even if external labels, markings or factory serial numbers have been removed.

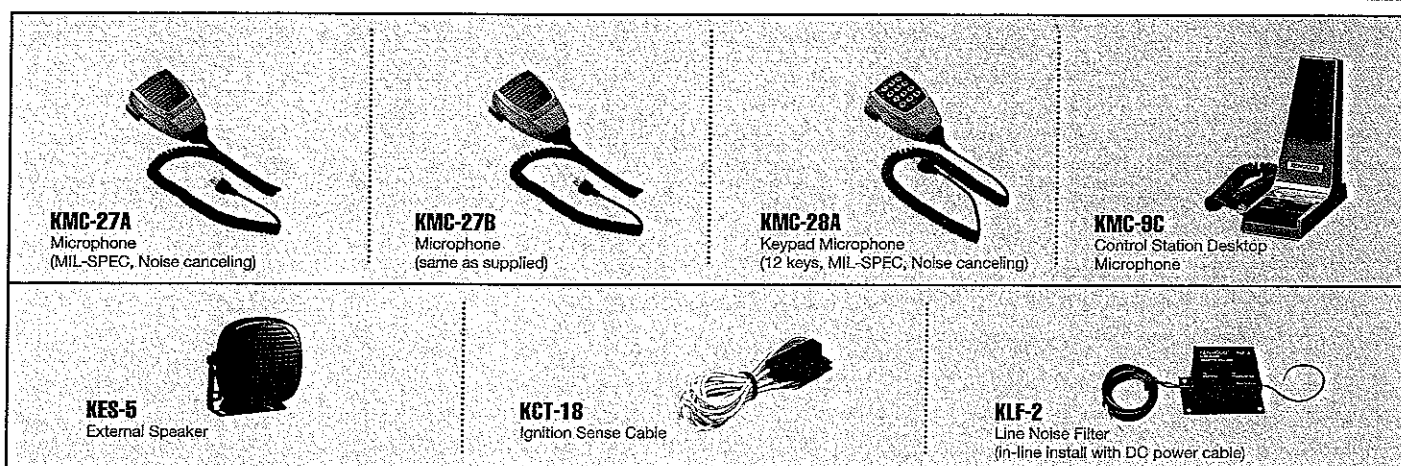
PC PROGRAMMING AND TUNING

To save both time and expense, radio parameter programming and tuning can be performed via the mic connector using a PC. There is no need to even open the radio. (Optional software and cable required.)

OTHER FEATURES

■ HOME CHANNEL ■ HORN ALERT ■ TALK GROUPS ■ DUAL CHANNELS (TOT) ■ TIMED POWER OFF ■ NIGHT MODE ■ TRANSMIT POWER ON/OFF ■ MINIMUM VOLUME ■ POWER SAVING MODE ■ TRANSMIT ON/OFF ■ SQUELCH LEVEL

Options



Not all accessories may be available in all countries where this product is sold, please contact a Kenwood Authorized dealership for details.

Specifications

	TK-6110
GENERAL	
Frequency range	
Type 1	29.7 ~ 37.0 MHz
Type 2	35.0 ~ 50.0 MHz
Number of channels	32
Channel spacing	20 kHz / 25 kHz
PLL channel stepping	5 kHz
Operating voltage	13.6 V DC
Current drain	
Standby	Less than 0.6 A
Receive	Less than 2.4 A
Transmit	Less than 15 A
Duty cycle	Transmit: 20%
Operating temperature range	-22°F ~ +140°F (-30°C ~ +60°C)
Frequency stability (-22°F ~ +140°F)	±0.0005%
Antenna impedance	50 Ω
Dimensions (W x H x D)	6-1/4 x 2 x 6-1/4 in. (160 x 50 x 160 mm)
Weight (Body only)	3.5 lbs. (1.6 kg)
FCC ID	
Type 1	ALH29351110
Type 2	ALH29351120
FCC compliance	
Type 1	FCC parts 90
Type 2	FCC parts 90
IC certification	
Type 1	—
Type 2	282195686A

	TK-6110
RECEIVER (Measurements made per EIA/TIA-603)	
Sensitivity (12 dB SINAD)	0.25 μV
Selectivity	75 dB
Intermodulation distortion	70 dB
Spurious response	70 dB
Audio output	10 W at less than 5% distortion
Band spread	
Type 1	7.3 MHz
Type 2	15.0 MHz
TRANSMITTER (Measurements made per EIA/TIA-603)	
RF power output	70 W
Type of emission	16K0F3E
Harmonics	62 dB
FM noise	50 dB
Microphone impedance	600 Ω
Audio distortion	Less than 3%
Band spread	
Type 1	7.3 MHz
Type 2	15.0 MHz

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

Applicable MIL-STD

Standard	MIL 810C Methods/Procedures	MIL 810D Methods/Procedures	MIL 810E Methods/Procedures
Dust	510.1/Procedure I	510.2/Procedure I	510.3/Procedure I
Vibration	514.2/Procedure VIII, X	514.3/Procedure I	514.4/Procedure I
Shock	516.2/Procedure I, II, V	516.3/Procedure I, IV	516.4/Procedure I, IV

KENWOOD CORPORATION

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Kenwood Corporation
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