



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
7095002

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2402

VENDOR

\*709051513      304-472-4202  
 BISERS RADIO SERVICE  
 PO BOX 2  
  
 LORENTZ WV 26229

SHIP TO

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
09/10/2008	N 30	DELIVER	DESTINATION	NO CHARGE

BID OPENING DATE: 09/17/2008      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME						
READS: 09/17/09 AT 1:30 P.M.						
TO READ: 09/17/08 AT 1:30 P.M.						
NO OTHER CHANGES						
0001	300	EA		725-27	416.13	124,839.00
				LOW BAND DASH MOUNTED RADIOS		
				KENWOOD TK 6110 TYPE 2	WITH KCT-18	
				IGNITION SENSE CABLE		
***** THIS IS THE END OF RFQ 7095002 *****						TOTAL: 124,839.00

RECEIVED  
 08 SEP 16 PM 2:53  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Michael R. Bean</i>	TELEPHONE 304-472-4202	DATE 9/15/08
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'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the **West Virginia Code** and the **Legislative Rules** of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the **West Virginia Code**.
8. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

---

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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  
**7095002**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN**  
**304-558-2402**

VENDOR

\*709051513      304-472-4202  
**BISERS RADIO SERVICE**  
**PO BOX 2**  
  
**LORENTZ WV 26229**

SHIP TO

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

DATE PRINTED <b>09/02/2008</b>	TERMS OF SALE <b>N 30</b>	SHIP VIA <b>DELIVER</b>	F.O.B. <b>DESTINATION</b>	FREIGHT TERMS <b>NO CHARGE</b>
BID OPENING DATE: <b>09/17/2009</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	300	EA		725-27	416.13	124,839.00
<p><b>LOW BAND DASH MOUNTED RADIOS</b></p> <p><i>KENWOOD TK 6110 TYPE 2 WITH KCT-18 IGNITION SENSE CABLE</i></p> <p><b>OPEN END CONTRACT</b></p> <p>TO PROVIDE LOW BAND DASH MOUNTED MOBILE RADIOS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Shocker Ayber</i>	TELEPHONE <b>304-472-4202</b>	DATE <b>9/15/08</b>
TITLE <b>OWNER</b>	FEIN <b>55-061-8055</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

---

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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
7095002

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

VENDOR

\*709051513      304-472-4202  
 BISERS RADIO SERVICE  
 PO BOX 2  
  
 LORENTZ WV 26229

SHIP TO

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
09/02/2008				
BID OPENING DATE: 09/17/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Michael Austin</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**7095002**

PAGE  
**3**

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

AUDITOR

\*709051513      304-472-4202  
 BISERS RADIO SERVICE  
 PO BOX 2  
 LORENTZ WV 26229

SHIP TO

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

DATE PRINTED <b>09/02/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **09/17/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: <i>7095002</i></p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ... <i>X</i> ... <i>TAB</i></p> <p>NO. 2 .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Robin</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER
7095002

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2402

BIDDING

\*709051513      304-472-4202  
 BISERS RADIO SERVICE  
 PO BOX 2  
  
 LORENTZ WV 26229

SHIPTO

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
09/02/2008				

BID OPENING DATE: 09/17/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 3 .....					
	NO. 4 .....					
	NO. 5 .....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;"> <i>Michael Austin</i>            .....            SIGNATURE   <i>BISER'S RADIO SERVICE</i>            .....            COMPANY   <i>9/15/08</i>            .....            DATE         </p> <p>REV. 11/96</p> <p style="text-align: center;">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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Michael Austin</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER
7095002

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

VENDOR

\*709051513                      304-472-4202  
 BISERS RADIO SERVICE  
 PO BOX 2  
 LORENTZ WV 26229

SHIP TO

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
09/02/2008				

BID OPENING DATE: 09/17/2009                      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> 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><input type="checkbox"/> 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> <p><input type="checkbox"/> 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><input type="checkbox"/> 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>		
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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





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

# Request for Quotation

RFQ NUMBER  
**7095002**

PAGE  
**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**MICHAEL AUSTIN  
 304-558-2402**

VENDOR

\*709051513      304-472-4202  
**BISERS RADIO SERVICE  
 PO BOX 2  
 LORENTZ WV 26229**

SHIP TO

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

DATE PRINTED <b>09/02/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **09/17/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>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 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>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Austin</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**7095002**

PAGE  
**7**

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

VENDOR

\*709051513      304-472-4202  
 BISERS RADIO SERVICE  
 PO BOX 2  
 LORENTZ WV 26229

SHIP TO

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

DATE PRINTED <b>09/02/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **09/17/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>9/15/08</u></p> <p>SIGNED: <u><i>Thomas R. Biser</i></u></p> <p>TITLE: <u>OWNER</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u><i>Thomas R. Biser</i></u>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER
7095002

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

VENDOR NUMBER

\*709051513      304-472-4202  
 BISERS RADIO SERVICE  
 PO BOX 2  
 LORENTZ WV 26229

SHIP TO

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
09/02/2008				

BID OPENING DATE: **09/17/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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.: 7095002</p> <p>BID OPENING DATE: <u>9/17/2009</u></p> <p>BID OPENING TIME: <u>1:30 PM</u></p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p><u>304 - 472 - 4202</u></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p><u>THEODORE (TED) BISER</u></p>						
***** THIS IS THE END OF RFQ 7095002 ***** TOTAL:						<u>124,839.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Theodore Biser</i>			
TITLE	FEIN	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. 650-02

LOW BAND DASH MOUNT MOBILE RADIOS

1.0 Purpose

It is the purpose of these specifications to describe Low Band dash mount mobile radios (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 the bidder. Failure to submit this report, completed entirely, shall subject the bidder to automatic disqualification.

3.0 Representative unit for test

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 sub tone 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.

- 3.1 After testing of the representative unit, the Department may place an order for the units bit 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 manufacturer’s sales literature on the proposed units. The bidder shall submit complete descriptive literature fully describing the proposed unit to establish that he is bidding on the manufacturer’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 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.

5.1 Bidder must provide twelve (12) parts and service manuals.

#### 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 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 during the terms of the warranty period. The Units shall be accompanied upon delivery by the manufacturer’s properly executed warranty or service policy.

#### 7.0 Delivery

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 within 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: 42.0 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. Unit shall include any accessory or kit necessary to turn unit on and/or off with vehicle ignition switch.

#### 8.4 Programming:

Unit shall be programmable by PC, under Windows NT, 2000, and XP. Twelve (12) copies of programmable software shall 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: 3uv or better  
Selectivity: -75db or better  
Intermodulation: -70db or better  
Spurious Rejection: -70db or better  
Audio Output: 10 watts at 5% distortion

#### 8.6 Transmitter Specification:

Output power: 60 watts or greater  
Frequency Stability: +/-0.0005%  
Spurious & Harmonics: -62db or better  
FM Noise: -45db or better  
Audio Distortion: less than 3%

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:

7095002

Bidder's Name: BISER'S RADIO SERVICE

Address: P.O. Box 2 HORENTZ WV 26229

Telephone Number: 304-472-4202

Years Company has been registered to do business with the State of West Virginia: 30<sup>+</sup> YEARS

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

KENWOOD TK6110 TYPE 2 CURRENT MANUFACTURE

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

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

Bid price per unit:

\$ 416.13 X 300 = 124,839.00 TOTAL BID

INCLUDES 300 RADIOS, 12 SERVICE MANUALS, 12 KPG-46AM PROGRAMMING CABLES, 12 KPG-59 PROGRAMMING CD'S AND 300 KCT-18 IGNITION SENSE CABLES.

5.1 Will required number of operating and service manuals and complete parts lists be delivered with the selected unit?  YES  NO

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

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

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

7.2 Will delivery of ordered units be completed within 90 days of order?  YES  NO



- 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 WITH KCT-18 CABLE

Year model: CURRENT MANUFACTURE

- 8.1 Does unit have a minimum of 32 channels?  YES  NO
- 8.2 Does unit have 42.0 to 50.0 Mhz frequency spread and include 47 MHZ. range?  YES  NO
- 8.3 Does unit have Front Microphone/Program Jack?  YES  NO
- 8.3.1 Minimum of 8 character alpha numeric display?  YES  NO
- 8.3.2 Scan, monitor, channel add/delete and select?  YES  NO
- 8.3.3 Does unit have capability for user addition of talk around button with programmable transmit offset?  YES  NO
- 8.3.4 Does unit have long term memory backup to allow operation on the ignition switch without loss of selected channel?  YES  NO
- 8.3.5 Does unit include accessories or kit to enable it to be turned on and/or off with the vehicle ignition switch? OPTION KCT-18  YES  NO
- 8.4 Is the unit programmable by PC for Windows NT, 2000, and XP and is the necessary 12 copies of programmable software provided?  YES  NO

- 8.5.1 Is Sensitivity @ 12db EIA SINAD : .3uv 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
- 8.5.6 Is Audio Output : 10 watts external at 5% distortion?  YES  NO
- 8.6.1 Is output power : 60 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

Theodor R. Bicar  
 BIDDER SIGNATURE

9/15/08  
 DATE

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

*West Virginia Code* §5A-3-10a provides that: 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.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### 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 is in compliance with the requirements as stated.

Vendor's Name: BISER'S RADIO SERVICE

Authorized Signature: Theodor R. Biser Date: 9/15/08

## 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