



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
7010C006

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*Statey Communication
 2 22nd Street
 Wvg. WV 26003*

SHIP TO

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

DATE PRINTED 01/12/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **01/27/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		725-74	\$ 229.00	
<p>CONTRACT TO PROVIDE HANDHELD RADIO & DROP IN CHARGER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE HANDHELD 2-WAY RADIOS TO BE PROGRAMMED AT TIME OF ORDER, MODEL VERTEX VX-231V OR EQUAL WITHOUT BATTERY, DROP IN RAPID CHARGERS MODEL VERTEX VAC - 300B OR EQUAL AND BATTERY VERTEX V104LI OR EQUAL FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>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</p>						

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2010 JAN 26 AM 9:58

WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Chp Alst</i>	TELEPHONE 800-999-3723	DATE 1/18/10	
TITLE Sales	FEIN 34-0905433	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130.
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

VENDOR

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SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
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 26201
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/12/2010				

BID OPENING DATE: **01/27/2010** BID OPENING TIME **01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chp [Signature]</i>	TELEPHONE 800-999-3723	DATE 1/18
TITLE Sales	FEIN 34-0905433	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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PROCEDURE

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SUBJECT

**DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
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<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER 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. 05/26/2009</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Austin</i>	TELEPHONE 800-999-3723	DATE 1/18
TITLE	FEIN 34-0905433	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <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>..... SIGNATURE</p> <p>..... State Communication..... COMPANY</p> <p>1/18/10..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chris Austin</i>	TELEPHONE 800 999-3723	DATE 1/18/10
TITLE	FEIN 34-0905433	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chris Allen</i>	TELEPHONE 800-999-3723	DATE 1/18/10
TITLE <i>Sales</i>	FEIN 34-0905433	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----						
RFQ. NO.:-----						
BID OPENING DATE:-----						
BID OPENING TIME:-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304-232-5698 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Chip Calissie -----						
***** THIS IS THE END OF RFQ 7010C006 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chip Calissie</i>	TELEPHONE 800-999-3723	DATE 1/18/00
TITLE Sales	FAX 34-0905433	ADDRESS CHANGES TO BE NOTED ABOVE

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SPECIFICATIONS FOR HANDHELD 2-WAY RADIOS

- MIL-STD 810 C/D/E ✓
- BUILT TO MEET OR EXCEED THE REQUIREMENTS OF THE U.S. MIL-STD 810 STANDARDS.
- 16 CHANNELS MINIMUM ✓
- CTCSS/DCS ENCODE + DECODE ✓
- TX & RX BATTERY SAVER CIRCUIT ✓
- PC PROGRAMMING ✓
- RADIO TO RADIO CLONE FEATURE ✓

MINIMUM GENERAL SPECIFICATIONS

FREQUENCY RANGE	134 – 174 MHz (A) * 136.174
NUMBER OF CHANNELS	16 CHANNELS ✓
CHANNEL SPACING	12.5/20/25 kHz ✓
PLL STEPS	2.5/6.25 kHz * 5.0 kHz
BATTERY CAPACITY (w/FNB-V104LI)	2000 MaH * w/option QA01113
OPERATING TEMPERATURE RANGE	-22 degree F to +140 degree F (-30 degree C to +60 degree C) ✓
FREQUENCY STABILITY	±2.5 ppm ✓

MINIMUM RECEIVER SPECIFICATIONS

Measurements made per EIA Standard TIA/EIA-603

SENSITIVITY

EIA 12 dB SINAD	.25 uV ✓
ADJACENT CHANNEL SELECTIVITY	65 dB (25 kHz)/60 dB (12.5 kHz) ✓
INTERMODULATION	65 dB ✓
SPURIOUS AND IMAGE REJECTION	65 dB ✓
AUDIO OUTPUT	500 Mw @ 4 Ohms, 5% THD ✓

MINIMUM TRANSMITTER SPECIFICATIONS

Measurements made per EIA standard TIA/EIA-603

POWER OUTPUT	5/1 w ✓
MODULATION	160K0F3E, 11K0F3E ✓
CONDUCTED SPURIOUS EMISSIONS	65 Db Below Carrier
FM HUM & NOISE	45 Db (25kHz) 40 dB (12.5 kHz) ✓
AUDIO DISTORTION	<3% @ 1KHz * <5%

COST - Handheld 2-way Radios

Vertex VX-231V without battery	\$ <u>229.⁰⁰</u> ea. * Motorola CP185 with battery
Drop in rapid chargers Vertex Vae-300B	\$ <u>45.⁰⁰</u> ea. ** Motorola CP185 PLMN539#
Battery Vertex V104LI	\$ <u>53.⁰⁰</u> ea. *** Motorola battery PMMN4080A

- * Price includes upgraded battery PMMN4080 A
- ** Motorola CP185 comes standard with rapid rate charger.
Price reflects rapid charger cost individually.
- *** Price reflects cost for individual batteries.

ORDERING INFORMATION

Orders from the WVDOH, Equipment Division may be placed by telephone and/or facsimile.

DELIVERY REGULATIONS

~~Vendor must guarantee that he will maintain in his warehouse adequate stock to~~ supply the needs of the WV Division of Highways at all times. **ORDERS MUST NOT BE HELD BY THE VENDOR UNTIL A MAXIMUM ORDER POINT HAS BEEN REACHED. ORDERS SHOULD BE SHIPPED IN A MAXIMUM OF THREE (3) WORKING DAYS OR THE WV DIVISION OF HIGHWAYS COMMUNICATIONS SUPERVISOR MAY GO OFF CONTRACT TO PURCHASE THE PARTS ON THE OPEN MARKET AFTER 5 DAYS WITH THE APPROVAL OF THE EQUIPMENT DIVISION DIRECTOR. ALL OPEN MARKET PURCHASES MUST BE MADE IN ACCORDANCE WITH THE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION REGULATIONS.**

A restocking charge can only be attached by the vendor with prior mutual consent.

All deliveries of merchandise and/or shipping documents at the Equipment Division must be properly marked on the outside of the carton showing the WV Division of Highways Purchase Order Number. Any material delivered without this information on the outside of cartons or documents will be returned to shipper at shipper expense.

METHOD OF PAYMENT

Purchasing Card Acceptance; The State of West Virginia currently utilizes a Visa Purchasing Card program which is issued through a local bank. The successful Vendor must accept the State of West Virginia Visa Purchasing Card for payment of all orders placed by the West Virginia Division of Highways, Equipment Division, Buckhannon, WV as a condition of award.

For a WVDOT Purchasing Card Purchase, vendor must provide a credit receipt, sales, receipt, or cash register receipt. Vendor is not to charge until items are shipped.

Send receipts to: WV Division of Highways – Equipment Division
P.O. Box 610
Buckhannon, WV 26201
Attention: Dirk Burnside

VENDOR PREFERENCE CERTIFICATE

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

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: State, Communication Signed: [Signature]
Date: 1/29/00 Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Staley Communication

Authorized Signature: [Signature] Date: 11/19/10

State of WV

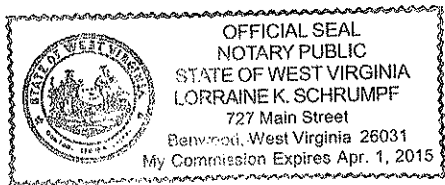
County of Ohio, to-wit:

Taken, subscribed, and sworn to before me this 19th day of January, 2010

My Commission expires April 1, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC Lorraine K. Schrupf



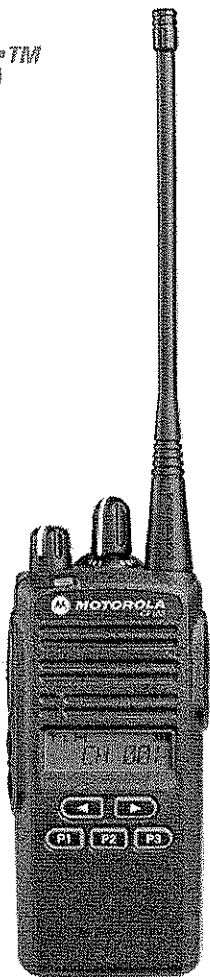


Commercial Portable Two-Way Radio
Motorola CP185™

*Enhanced functionality, reliable communication—
for a higher level of productivity*



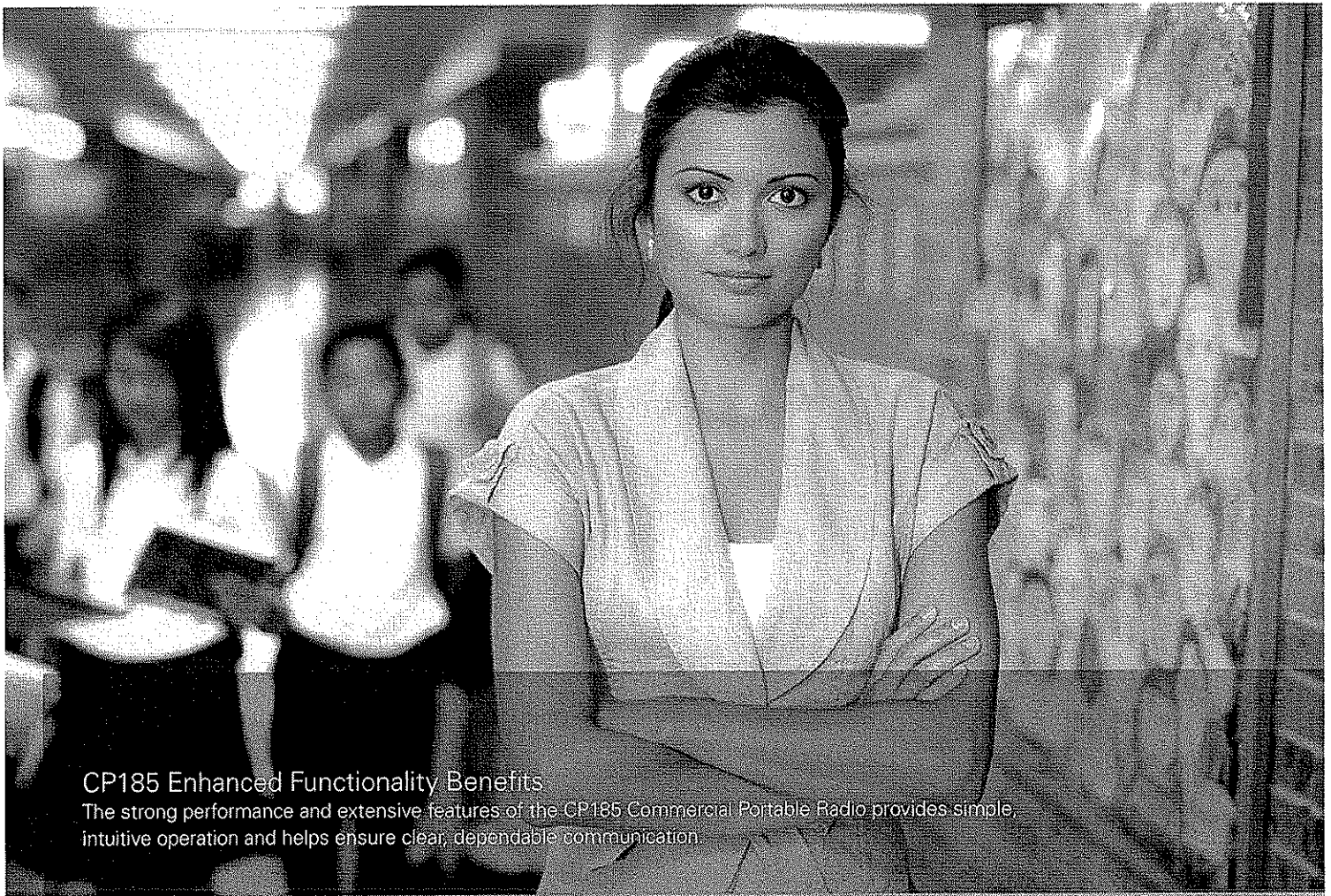
CP185™



***Reliable communication
with enhanced functionality—
making it easier to get the job done.***

In today's business environment, easy, discreet and prompt communication with your workforce is vital to improving response time, empowering employees to accomplish more in less time and increasing customer satisfaction. Motorola's two-way radios provide a durable, high-quality voice communication solution that helps your business increase productivity and serve your customers in the best manner possible.

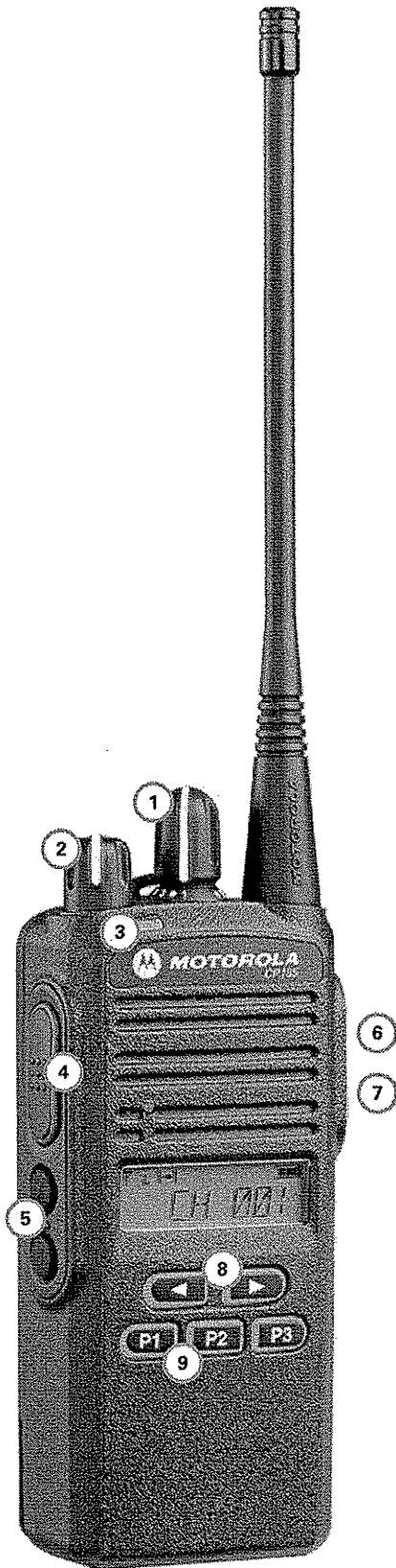
Ideal for educational institutions, retail and hospitality businesses, service and manufacturing industries and many other demanding, professional applications, the Motorola CP185 brings you a robust two-way radio solution. With its extensive feature set, ergonomic shape for comfortable use plus a durable, lightweight, compact design, you get just what it takes to enhance communication while increasing efficiency and productivity.



CP185 Enhanced Functionality Benefits

The strong performance and extensive features of the CP185 Commercial Portable Radio provides simple, intuitive operation and helps ensure clear, dependable communication.

- **Easy-to-handle, lightweight, compact design.**
- Built-in simple voice scrambling for **increased privacy.**
- VOX ready for **hands-free communication**—users can focus on the job at hand.
- 5 programmable buttons—enabling easy, **one-touch to up to 10 user-selected features.**
- **Multi-channel capability**—16 channels to support communication amongst all your employees.
- **X-Pand™ Technology**—providing crisp, clear and strong audio quality in virtually any noisy environment.
- Standard Li-Ion battery provides **up to 11 hours (5/5/90 duty cycle) of battery life at high power** to meet the demands of your employee's work shift. A high-capacity battery option is available for those with longer shift requirements or increased communication needs.
- **Rapid-rate drop-in charging**—charge radios in less than 3 hours with the included drop-in charger.
- **High power**—5 watt (VHF) / 4 watt (UHF)—adjustable power levels help extend battery life.
- Repeater capability when **increased coverage** is required.
- **Talkaround capability** enabling communication even when a repeater is not being used.
- Tighter specifications: -70 dB adjacent channel selectivity provides **enhanced rejection of interference** from strong signals on adjacent channels so you can get your message through clearly.
- **Meets Military 810 C, D, E and F standards** to stand up to the most demanding conditions.

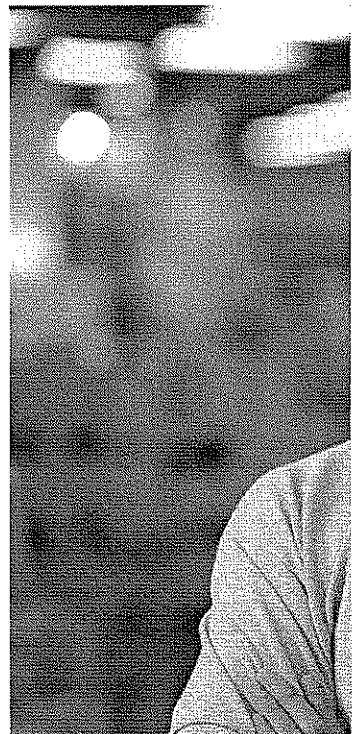


CP185 Portable Radio

- ① Large, sturdy rotary channel selector makes changing channels quick and easy.
- ② Large ON/OFF/Volume control makes adjusting volume quick and easy.
- ③ LED indicator indicates radio Transmit, Receive, Scan and Monitor status.
- ④ Large, textured PTT button—easy to find and use without looking.
- ⑤ Side programmable buttons enable instant access to up to four user-determined functions.
- ⑥ Accessory connector provides convenient access for audio accessories.
- ⑦ Programming port supports programming the radio via Customer Programming Software application.
- ⑧ Front left/right buttons for navigating menu, sub-menu or parameter selections in front panel programming mode.
- ⑨ Front Programmable Buttons—
 P1: S-Monitor, L-Sticky Monitor
 P2: S-Scan, L-Nuisance Ch. Delete
 P3: S-Power Level, L-Unassigned

Standard Package

- CP185 Portable Radio
- Stubby Antenna
- Lilon 1500 mAh Battery
- Rapid Charger and Power Supply
- 2" Belt Clip
- Quick Reference Guide
- 2-Year Limited Warranty



Programmable Features

The following functions can be assigned as short press (press and release) or long press* (press and hold for 1 second) in the side and front programmable buttons:

FEATURE:	FUNCTION:
Backlight	Toggles backlight display between ON and OFF.
Channel Alias	Toggles display between Channel Number and Channel Alias.
Keypad Lock	Locks or unlocks all buttons except PTT, Side Programmable Buttons, Rotary Channel Knob and ON/OFF/Volume Knob.
Monitor	Monitors the channel for any activity as long as the button is pressed.
Nuisance Channel Delete	Removes unwanted channel(s) temporarily from scan list during scan.
TPL/DPL	Enables or disables radio from requiring matching TPL/DPL to unsquelch.
Power Level	Selects required power level: High or Low.
Reverse Burst	Select the Reverse Burst Type: None, 180 or 240.
Channel Scan	Starts or stops channel scan.
Scrambling	Enables or disables the scrambling feature for the selected channel.
Scrambling Code Select	Selects either one of the two scrambling codes available.
Squelch Level	Selects desired squelch level: Normal or Tight.
Sticky Monitor	The radio monitors continually until you press this button again.
Talkaround	Allows the user to toggle between Repeater and Talkaround mode operations.
Volume Set	Controls the audio and alert tone levels. The button emits a continuous tone while the button is pressed to indicate the current volume level.
VOX	Enables or disables VOX feature for the selected channel.



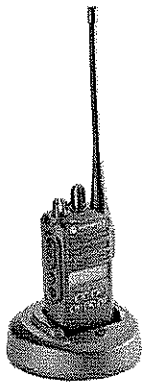
CP185™ Radio Accessories

The CP185 offers a full range of Motorola Original® audio, energy and carrying accessories to customize a radio solution specific to your needs. Headsets offer a comfortable, easy communication option when you need your hands free to focus on your operations. A high capacity battery is available to support long shifts common in the retail and hospitality businesses and soft leather carry cases are available as a lightweight and comfortable carrying solution.

This radio also supports Mag One™ audio accessories, which provide an affordable option for light-duty radio users.

Part #	Description
Remote Speaker Microphones	
PMMN4029	Remote Speaker Microphone, Submersible (IP67)
PMMN4013	Remote Speaker Microphone with 3.5mm Audio Jack (IP54)
PMMN4008	Remote Speaker Microphone (Mag One)
Remote Speaker Microphone Accessories	
AARLN4885	Receive-Only Covered Earbud with Coiled Cord
PMLN4620	Receive-Only D-Shell Earpiece
RLN4941	Receive-Only Earpiece with Translucent Tube and Rubber Eartip
WADN4190	Receive-Only Flexible Earpiece
Headsets	
HMN9013	Lightweight Headset, Over-the-head, Adjustable, Single-Muff with Swivel Boom Microphone and In-line PTT
PMLN5003	Lightweight Temple Transducer with In-line PTT button and Microphone
PMLN4445	Ultra Lightweight Headset with Boom Microphone and In-line PTT/VOX Switch (Mag One)
Earsets	
PMLN5001	D-Style Earpiece with In-line Microphone and PTT
PMLN4443	Ear Receiver with In-line Microphone and PTT/VOX Switch (Mag One)
PMLN4442	Earbud with In-line Microphone and PTT/VOX Switch (Mag One)
PMLN4444	Earset with Boom Microphone and In-line PTT/VOX switch (Mag One)
Surveillance Kits and Associated Accessories	
HMN9754	2-Wire Surveillance Kit, Beige (2-wire - rubber ear tip style)
RLN6232	Low Noise Kit (Includes Rubber Tips with Acoustic Tube), black
RLN6241	Low Noise Kit (Includes Rubber Tips with Acoustic Tube), beige
RLN6230	Extreme Noise Kit (Includes Foam Earplugs with Acoustic Tube), black
RLN6231	Extreme Noise Kit (Includes Foam Earplugs with Acoustic Tube), beige
RLN5242	Quick Disconnect acoustic tube

Part #	Description
Rechargeable Batteries	
PMNN4082	Battery, NiMH 1300 mAh min.
PMNN4081	Battery, LiIon 1500 mAh min.
PMNN4080	Battery, High Capacity LiIon 2150 mAh min.
PMLN5398	Single Unit Rapid Charger Kit, 110V (Includes PMLN5228 & EPNN9288)
PMLN5228	Single Unit Charger Base
EPNN9288	Switchmode Power Supply, 110V with US plug
Carrying Solutions	
HLN9844	Spring Action 2" Belt Clip
PMLN5334	Soft Leather Carry Case with D-Ring
Antennas	
PMAD4012	VHF Stubby, 136-155 MHz, 9 cm
HAD9742	VHF Stubby, 146-162 MHz, 9 cm
HAD9743	VHF Stubby, 162-174 MHz, 9 cm
PMAD4013	VHF Stubby, 155-174 MHz, 9 cm
PMAD4014	VHF Whip, 136-155 MHz, 14 cm
PMAD4015	VHF Whip, 155-174 MHz, 14 cm
NAD6579	VHF Whip, 148-161 MHz, 19 cm
NAE6483	UHF Whip, 403-520 MHz, 16.5 cm
PMAE4003	UHF Stubby, 430-470 MHz, 9 cm
PMAE4006	UHF Stubby, 465-495 MHz, 9 cm
HAD9338	VHF Hotflex, 136-162 MHz, 15.5 cm
NAD6502	VHF Hotflex, 146-174 MHz, 15 cm



PMLN5228



PMLN5334



PMMN4013



HMN9013



HMN9754



PMLN5001

CP185™ Radio Specifications

General Specifications		
VHF - 136-174 MHz		
Channel Capacity	16	
Channel Spacing	12.5 / 25 kHz switchable	
Model Numbers	AAH03KEF6AA7AN	AAH03RDF6AA7AN
FCC ID	AZ489FT3822	AZ489FT4883
IC ID	109U-S9FT3822	109U-S9FT4883
FCC Emissions Designators	11K0F3E	16K0F3E
Dimensions (H x W x L)	4.72 x 2.28 x 1.46 in. (120 x 58 x 37 mm)	
Weight (with LiIon)	12.34 ounces (350 g)	
Average Battery Life @ 5-5-90% Duty Cycle ¹		
LiIon battery	up to 11 hours	
NiMH battery	up to 10 hours	
High Capacity LiIon battery	up to 16 hours	

Transmitter		
VHF		
RF Output	2 to 5W	2 to 4W
Frequency Stability ²	±2.5 ppm	
Spurs and Harmonics	-63dBc (-26dBm @ 5W; -27dBm @ 4W)	
FM Hum and Noise Ratio ²	> 40 dB	
Modulation Limiting ² (12.5/25 kHz)	±2.5 kHz / ±5 kHz	
Audio Response	+ 1 to -3 dB	
Audio Distortion ²	< 5%	

Receiver		
VHF		
Sensitivity ² (12 dB SINAD)	< -119 dBm (.25uV)	
Adjacent Channel Selectivity ² (12.5/25 kHz)	-65 dB / -70 dB	
Intermodulation ² (12.5/25 kHz)	>70 dB	
Spurious Rejection ²	>70 dB	
Audio Distortion ²	< 5%	
Hum and Noise Ratio ² (12.5/25 kHz)	> 40 dB	
Conducted Emission	< -57 dBm	
Audio Output @ <5% Distortion	500 mW (at 24 ohm)	

Military Standards								
Applicable MIL-STD	810C		810D		810E		810F	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1
Temperature Shock	503.1	-	503.2	I/A1C3	503.3	I/A1C3	503.4	I
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-
Salt Fog	509.1	-	509.2	-	509.3	-	509.4	-
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I
Blowing Sand	-	-	510.2	II	510.3	II	510.4	II
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24
Shock	516.2	I, II	516.3	I, IV	516.4	I, IV	516.5	I, IV

Environmental Specifications	
Operating Temperature Range	-30°C to +60°C (Radio)
Water and Dust Intrusion	IP54, MIL-STD

¹ 15% receive, 5% transmit, 90% standby
² All electrical specifications and methods refer to EIA/TIA 603 standards. Specifications shown are typical and subject to change without notice.

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<Dealer Name1>

<Dealer Name2>

<Dealer Address & Phone1>

<Dealer Address & Phone2>

<Dealer Website1>

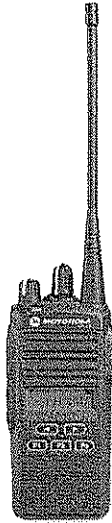
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CP185™

Commercial Portable Two-Way Radio



Easy-to-handle, lightweight, compact design.

Built-in simple voice scrambling for **increased privacy.**

VOX ready for **hands-free communication**—users can focus on the job at hand.

5 programmable buttons—enabling easy, **one-touch access to up to 10 user-selected features.**

Multi-channel capability—16 channels to support communication amongst all your employees.

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Rapid-rate drop-in charging—charge radios in less than 3 hours with the included drop-in charger.

High power—5 watt (VHF) / 4 watt (UHF)—adjustable power levels help extend battery life.

Repeater capability when **increased coverage** is required.

Talkaround capability enabling communication even when a repeater is not being used.

Tighter specifications: -70 dB adjacent channel selectivity provides **enhanced rejection of interference** from strong signals on adjacent channels so you can get your message through clearly.

The CP185 portables offer a wide range of Motorola Original® audio, energy and carrying accessories as well as Mag One™ audio accessories, which provide **an affordable option** for light duty radio users.

Enhanced functionality, reliable communication

Easy, discreet and prompt communication with your workforce is vital to improving response time, strengthening employee efficiency and increasing customer satisfaction. Motorola's two-way radios provide a durable, high-quality voice communication solution that helps your business increase productivity and provide excellent customer service.

Ideal for educational institutions, retail and hospitality businesses, service and manufacturing industries and other demanding applications, the Motorola CP185 brings you a robust two-way radio solution. With its extensive feature set, ergonomic shape for comfortable use, plus voice privacy in a durable, lightweight, compact design, you can enhance communication while increasing efficiency and productivity.

CP185™ Radio Specifications

General Specifications

	VHF - 136-174 MHz	UHF
Channel Capacity	16	
Channel Spacing	12.5 / 25 kHz switchable	
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FCC ID	AZ489FT3822	AZ489FT4883
IC ID	109U-89FT3822	109U-89FT4883
FCC Emissions Designators	11K0F3E	16K0F3E
Dimensions (H x W x L)	4.72 x 2.28 x 1.46 in. (120 x 58 x 37 mm)	
Weight (with LiIon)	12.34 ounces (350 g)	
Average Battery Life @ 5-5-90% Duty Cycle ¹		
LiIon battery	up to 11 hours	
NiMH battery	up to 10 hours	
High Capacity LiIon battery	up to 16 hours	

Transmitter

	VHF	UHF
RF Output	2 to 5W	2 to 4W
Frequency Stability ²	±2.5 ppm	
Spurs and Harmonics	-63dBc (-26dBm @ 5W; -27dBm @ 4W)	
FM Hum and Noise Ratio ³	> 40 dB	
Modulation Limiting ³ (12.5/25 kHz)	±2.5 kHz / ±5 kHz	
Audio Response	+1 to -3 dB	
Audio Distortion ⁴	< 5%	

Receiver

	VHF
Sensitivity ⁵ (12 dB SINAD)	< -119 dBm (25µV)
Adjacent Channel Selectivity ⁷ (12.5/25 kHz)	-65 dB / -70 dB
Intermodulation ⁷ (12.5/25 kHz)	> 70 dB
Spurious Rejection ⁷	> 70 dB
Audio Distortion ⁸	< 5%
Hum and Noise Ratio ³ (12.5/25 kHz)	> 40 dB
Conducted Emission	< -57 dBm
Audio Output @ <5% Distortion	500 mW (at 24 ohm)

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High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1
Temperature Shock	503.1	-	503.2	I/A1C3	503.3	I/A1C3	503.4	I
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-
Salt Fog	509.1	-	509.2	-	509.3	-	509.4	-
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I
Blowing Sand	-	-	510.2	II	510.3	II	510.4	II
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Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.
Version 1 09/08

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CP185 SS