



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

*Electronic Communications of WV
 408 Old Golf Mt Rd
 Cross Lanes WV 25313
 304-776-4091*

**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
01/12/2010				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		Vertex vx-231 - FNBV104LI - ATV8B - VAC-300B 725-74		177.77
<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>						

RECEIVED

2010 JAN 27 PM 1:12

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304-776-4091** DATE: **JAN 27 2010**

TITLE: **PRESIDENT** FEIN: **550520004** 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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PURCHASING

SHIP TO

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

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<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	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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>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>						

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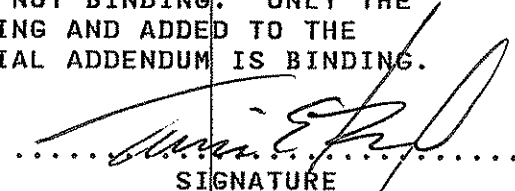
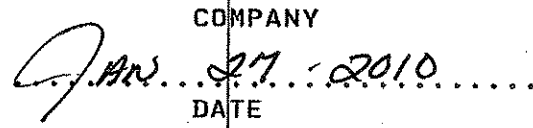
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PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION 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. <div style="text-align: right;">  SIGNATURE <i>Electronic Communications of WV</i> COMPANY  DATE </div>						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED						

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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RODNEY

S.H.P.T.O.

DIVISION OF HIGHWAYS
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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>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: -----				<i>Michael Austin</i>		
RFQ. NO.: -----				<i>7010C006</i>		
BID OPENING DATE: -----				<i>1-27-2010</i>		
BID OPENING TIME: -----				<i>1:30 PM</i>		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----				<i>304-776-11092</i>		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----				<i>Tom Ford or Hawk Davis</i>		
***** THIS IS THE END OF RFQ 7010C006 ***** TOTAL: _____						

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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)
NUMBER OF CHANNELS	16 CHANNELS
CHANNEL SPACING	12.5/20/25 kHz
PLL STEPS	2.5/6.25 kHz
BATTERY CAPACITY (w/FNB-V104LI)	2000 MaH
OPERATING TEMPERATURE RANGE	-22 degree F to +140 degree F (-30 degree C to +60 degree C)
FREQUENCY STABILITY	<u>±</u>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

COST - Handheld 2-way Radios

Vertex VX-231V without battery	\$ 98. ⁰⁰ ea.
Drop in rapid chargers Vertex Vac-300B	\$ 29. ⁰⁰ ea.
Battery Vertex V104LI	\$ 41. ⁰⁰ ea.

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: Electronic Communications Signed: [Signature]
Date: Jan 27 2010 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: Electronic Communications of WV Inc

Authorized Signature: [Signature] Date: 1-27-10

State of West Virginia

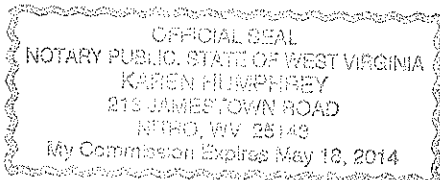
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 27th day of January, 2010.

My Commission expires May 18, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



VX-230 Series

VHF/UHF Portable Radios

SPECIFICATION SHEET

Compact Radio with Long-Lasting Li-Ion Battery

The Vertex Standard VX-231 provides wider band coverage, more signaling features and improved ergonomics* that adds up to a better return on your investment.

Improved Portability

A radio that won't get in the way, the VX-231 is more compact and lightweight than the VX-160 series. A radio that is easier to carry with you on the job.

More Battery Power

Designed to use powerful Li-Ion battery technology for longer battery life. Includes a 1150 mAh battery providing 9 hours of operation with the battery saver enabled.

Wide Band Coverage for Added Value

One radio designed to cover the full band in the VHF and upper range of the UHF bands, which provides expanded options in frequencies to use.

More Scanning Options

While many radios provide 1 or 2 scanning options, the VX-231 radio gives you 4 additional scanning options for greater convenience and flexibility for the way you need your radios to perform. Options include: Priority, Dual Watch, Follow Me and Talk Around scan.

Exclusive Auto-Range Transponding System – ARTS™

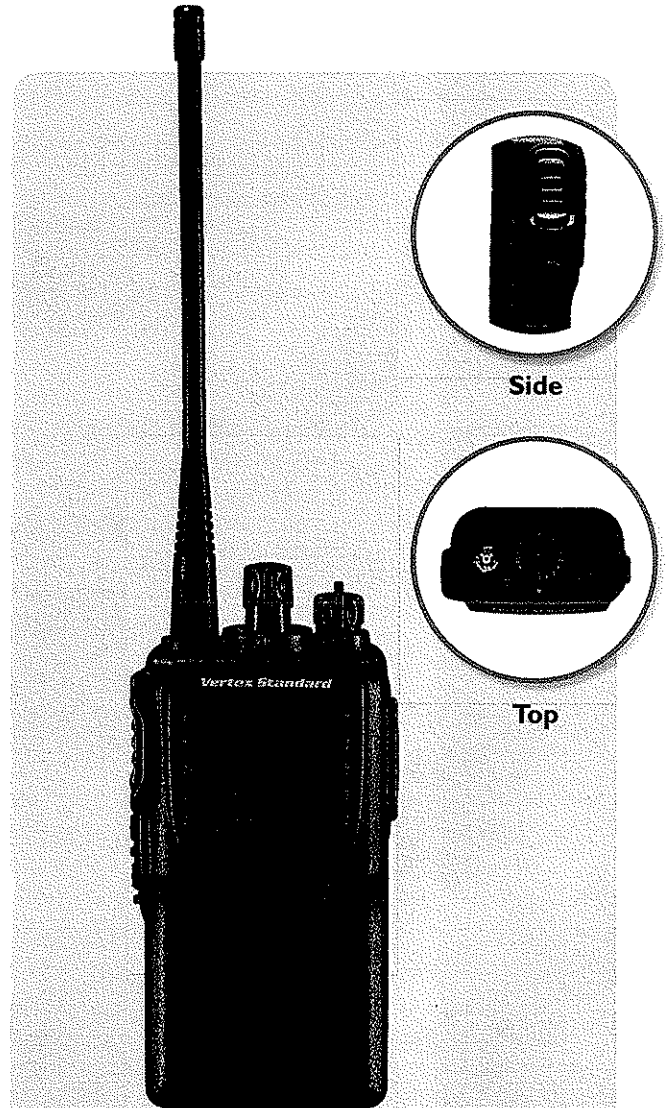
Only Vertex Standard radios are designed to inform you when you and another ARTS™-equipped station are within communication range. If out of range for more than 2 minutes, your radio senses no signal has been received and beeps to alert you. The base station can then alert the field unit to move back in range. A great solution to keep your workers coordinated.

*Compared to VX-160 series.



The Vertex Standard Difference

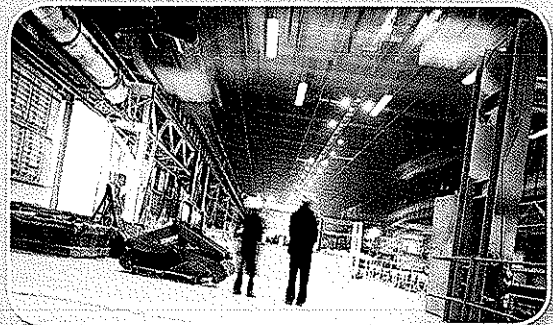
Our number one goal is achieving superior customer satisfaction by delivering products and services that exceed your expectations. Vertex Standard radios are built to last and are backed by an industry-leading 3 year warranty – another great reason to choose Vertex Standard. Ask your Dealer for more details.



Side

Top

4.3" (H) X 2.3" (W) X 1.2" (D)



Additional Features

- 16 channel capacity
- Two programmable keys
- Flexible channel spacing: 12.5 kHz to 25 kHz
- Battery power save option
- Emergency
- Lone Worker
- DTMF ANI
- DTMF Speed Dial
- 2-Tone Encode and Decode
- CTCSS / DCS Encode and Decode
- Manual squelch adjustment
- Radio-to-radio cloning

Accessories

- MH-450S: Speaker microphone
- MH-360S: Compact speaker microphone
- MH-45B4B: Noise cancelling speaker microphone
- MH-37A4B: Earpiece microphone
- VH-115S: Behind-the-head headset w/boom mic
- VH-215S: Over-the-head single-muff headset
- VH-225S: Over-the-head dual-muff headset
- VC-25: Over-the-head VOX headset
- FNB-V103LI: 1150 mAh Li-Ion battery
- FNB-V104LI: 2000 mAh Li-Ion battery
- VAC-300: Desktop rapid charger
- DCM-1: Desktop charger mounting adapter
- VCM-2: Vehicle charger mounting adapter
- VAC-6300: 6-Unit multi rapid charger
- LCC-350: Leather case
- LCC-350S: Leather case w/swivel belt clip
- CLIP-18: Belt clip
- CLIP-17E: Swivel belt clip
- CT-27: Cloning Cable

VX-230 Series Specifications

	VX-231V	VX-231U
General Specification		
Frequency Range	134 MHz - 174 MHz	450 - 512MHz
Number of Channels	16	
Power Supply Voltage	7.4V DC±20%	
Channel Spacing	12.5/20/25 kHz	
Battery Life (5-5-90 duty)		
1150 mAh FNB-V103LI	9.0 hours (7.3 hours w/o saver)	
With 2000 mAh FNB-V104LI	16.5 hours (13.5 hrs w/o saver)	
Operating Temperature Range	-22° F to +140° F (-30° C to +60° C)	
Frequency Stability	±2.5 ppm	
RF Input-Output Impedance	50 Ohm	
Dimension (H x W x D)	4.3 x 2.3 x 1.2 inches (110 x 58 x 30 mm) (w/ FNB-V103LI)	
Weight (Approx.)	10.1 oz. (285g) (w/FNB-V103LI, Antenna, Belt Clip)	
Receiver Specification: measured by TIA/EIA-603		
Sensitivity 12dB SINAD	0.25µV typical	
Adjacent Channel Selectivity	65 / 60 dB 25 kHz / 12.5 kHz	
Intermodulation	65 / 60 dB 25 kHz / 12.5 kHz	
Spurious and Image Rejection	65 dB	
Audio Output	500mW @ 4 ohms 5% THD	
Transmitter Specification: measured by TIA/EIA-603		
Output Power	5 / 1 W	
Modulation	16K0F3E, 11K0F3E	
Conducted Spurious Emissions	65 dB below carrier	
FM Hum & Noise	45 / 40 dB 25 kHz / 12.5 kHz	
Audio Distortion	< 3 % @ 1kHz	

Applicable MIL-STD (Pending Test Completion)

Standard	MIL 810C Methods/ Procedures	MIL 810D Methods/ Procedures	MIL 810E Methods/ Procedures	MIL 810F Methods/ Procedures
Low Pressure	500.1/Procedure I	500.2/Procedure I, II	500.3/Procedure I, II	500.4/Procedure I, II
High Temperature	501.1/Procedure I	501.2/Procedure I, II	501.3/Procedure I, II	501.4/Procedure I, II
Low Temperature	502.1/Procedure I	502.2/Procedure I	502.3/Procedure I, II	502.4/Procedure I, II
Temperature Shock	503.1/Procedure I	503.2/Procedure I	503.3/Procedure I	503.4/Procedure I, II
Solar Radiation	505.1/Procedure I	505.2/Procedure I Cat. A1	505.2/Procedure I Cat. A1	505.4/Procedure I Cat. A1
Rain	506.1/Procedure I, II	506.2/Procedure I, II	506.3/Procedure I, II	506.4/Procedure I, III
Humidity	507.1/Procedure I, II	507.2/Procedure II, III	507.3/Procedure II, III	507.4/Procedure I
Salt Fog	509.1/Procedure I	509.2/Procedure I	509.3/Procedure I	509.4/Procedure I
Dust	510.1/Procedure I	510.2/Procedure I	510.3/Procedure I	510.4/Procedure I, III
Vibration	514.2/Procedure X	514.3/Procedure I Cat. 10	514.4/Procedure I Cat. 10	514.4/Procedure I Cat. 24
Shock	516.2/Procedure I, II, V	516.3/Procedure I, IV	516.4/Procedure I, IV	516.5/Procedure I, V

Specifications are subject to change without notice or obligation.

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12/2008

Have a question about Vertex Standard radios?

Contact your authorized Vertex Standard dealer today!