



LAUTTAMUS COMMUNICATIONS

RECEIVED
2011 MAY -5 P 12: 09
PURCHASING DIVISION
STATE OF WV

Proposal For

**West Virginia
State Police**

Buyer: TL/32
RFQ No. DPS1131
Bid Opening: May 5th 2011
Bid Opening Time: 1:30pm

Prepared For:

Tara Lyle
West Virginia State Purchasing

- Call Center
- Order Entry
- Order Fulfillment
- Paging
- Security
- Alarm Monitoring
- Two-Way Radio
- Telephone Hotlines
- Telemetry
- Comm. Towers
- CCTV
- Access Control
- Wireless Comm.
- Consulting
- Elevator Service
- Medical Alerting

www.lauttamus.com 24 X 7 X 365 Customer Care: 866-9ANSWER

Customer Fax No. 304-232-2476

Customer Contact: Dave Koehler

Submitted By:

Name of Contact Persons: Dave Koehler

Organization: A.V. Luttamus Communications, Inc.

Corporate Office: 1344 Cove Hill Road
Weirton, WV 26062

Wheeling Sales Office: 355 Wharton Circle
Suite 131 Highlands
Triadelphia, WV 26059

Website: www.luttamus.com

Phone Numbers: 800-285-2197 / 24 x 7 Customer Service
304-780-2343

Fax Number: 304-232-2476

E-mail Addresses: davekoehler@luttamus.com

Awards and Honors: Governor Manchin Service Award
Sam Walton Businessman of Year
Ernst and Young Entrepreneur of Year
Rotarian of Year
Who's Who, WV State Journal
WV State Journal, 40 Under 40
WV 211 Call Center Provider
Paul Harris Fellow

References: Mittal Steel
Allegheny Energy
Anchor Hocking
State of West Virginia
American Red Cross
West Virginia University Hospital
Mylan Pharmaceuticals



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
DPS1131

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

A.V. Lauttamus Communication Inc.
1344 Cove Hill Road
Weirton, WV 26062

SHIP TO

WEST VIRGINIA STATE POLICE
4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/31/2011	Net 10	Best Way	Destination	PP & Add

BID OPENING DATE:

05/05/2011

BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		725-74		\$59,121.00
<p>NON-DIGITAL MOBILE RADIOS</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 04/15/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Dave A. Kuehler	TELEPHONE 304-780-2343	DATE 5-4-2011
TITLE Territory Manager	FEIN 311416652	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Dave A. Kaehle* TELEPHONE: *304-780-2343* DATE: *5-4-2011*
 TITLE: *Territory Manager* FEIN: *311416652*
 ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 05/05/2011		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: **Diane A. Koehler** TELEPHONE: **304-780-2343** DATE: **5-4-2011**

TITLE: **Territory Manager** FBIN: **311416652** ADDRESS CHANGES TO BE NOTED ABOVE

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03/31/2011	Net 10	Best Way	Destination	PP & Add

BID OPENING DATE: 05/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REV. 3/88</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 SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</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>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dave A. Koehler</i>	TELEPHONE 304-780-2343	DATE 5-4-2011
TITLE <i>Territory Manager</i>	FEIN 311416652	ADDRESS CHANGES TO BE NOTED ABOVE

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



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25309 304-746-2141

DATE PRINTED: 03/31/2011	TERMS OF SALE: Net 10	SHIP VIA: Best Way	F.O.B. Destination	FREIGHT TERMS: PP& Add
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BID OPENING DATE: **05/05/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----TL/32----- RFQ. NO.:-----DPS1131----- BID OPENING DATE:-----05/05/2011----- BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304-232-2476-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): -----Dave Kochler-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Dave A. Kochler** TELEPHONE **304-780-2343** DATE **5-4-2011**
 TITLE **Territory Manager** FEIN **311416652** ADDRESS CHANGES TO BE NOTED ABOVE

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

VHF and UHF NON-DIGITAL MOBILE RADIO SPECIFICATIONS

The West Virginia State Police desire to establish an open-end contract for the purchase of non-digital mobile radio equipment and related accessories. The contract shall be available for use by the WV Division of Natural Resources Law Enforcement Section and all other entities of state government, as well as counties and municipalities as this will assist in the State's Interoperable Radio Project.

		Comply?	
		Yes	No
1.	ITEM #1 - VHF MOBILE (Wideband/Narrowband capable - Non-digital operation)		
1.1	A mobile under dash type radio (one piece) capable of operating in the 150-174 MHz band shall be provided.	<u>Y</u>	_____
1.2	Radio shall be capable via programming of wide band and narrow band operation.	<u>Y</u>	_____
1.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation.	<u>Y</u>	_____
1.2.2	There shall be no limitations in the radio with regard to what channels may be programmed into the radio.	<u>Y</u>	_____
1.2.3	It shall be capable of storing a minimum of 512 channels.	<u>Y</u>	_____
1.3	All currently licensable frequencies shall be considered acceptable to the unit.	<u>Y</u>	_____
1.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 10" D.	<u>Y</u>	_____
1.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 8 digits.	<u>Y</u>	_____
1.6	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	<u>Y</u>	_____

- 1.7 Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch with a minimum of one pair of tones, not necessarily the same, for each programmed channel. Y _____
- 1.8 It shall transmit with a minimum of 40 watts RF. Y _____
- 1.9 Receiver audio stage shall be capable of a minimum of 5 watts of audio from the internal speaker. Y _____
- 1.10 The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability. Y _____
- 1.11 An external speaker will be provided with the unit. Y _____
 - 1.11.1 When the external speaker is in use, any internal speaker shall be capable of being disabled. Y _____
 - 1.11.2 If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same. Y _____
- 1.12 A standard mobile microphone shall be provided. Y _____

2. ITEM #2 - UHF MOBILE (Wideband/Narrowband capable - Non-digital operation)

- 2.1 A mobile under dash type radio (one piece) capable of operating in the 403 - 470 MHz band shall be provided. Y _____
- 2.2 Radio shall be capable via programming of wide band and narrow band operation. Y _____
 - 2.2.1 Each channel shall be individually programmable with regard to wideband/narrowband operation. Y _____
 - 2.2.2 There shall be no limitations in the radio with regard what channels may be programmed into the radio. Y _____
 - 2.2.3 All currently licensable frequencies shall be considered acceptable to the unit. Y _____
- 2.3 It shall be capable of storing a minimum of 512 channels. Y _____
- 2.4 Channel indication shall be by way of an alphanumeric display containing a minimum of 8 digits. Y _____

- 2.5 It shall have maximum dimensions of 7.5" W x 3.5" H x 10" D. Y _____
 - 2.6 If the front panel is sloped, the amount of slope shall not be greater than 20 degrees. Y _____
 - 2.7 Radio shall have programmable encode and decode capability for both CTCSS tones and digital coded squelch with a minimum of one pair of tones, not necessarily the same, for each programmed channel. Y _____
 - 2.8 It shall transmit with a minimum of 40 watts RF. Y _____
 - 2.9 Receiver audio stage shall be capable of a minimum of 5 watts of audio from the internal speaker. Y _____
 - 2.10 The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability. Y _____
 - 2.10.1 An external speaker will be provided with the unit. Y _____
 - 2.10.2 When the external speaker is in use, any internal speaker shall be capable of being disabled. Y _____
 - 2.10.3 If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same. Y _____
 - 2.11 A standard microphone shall be provided. Y _____
- 3. GENERAL SPECIFICATIONS AND WARRANTY relating to Items 1 & 2.**
- 3.1 A working example of the equipment to be provided will be available for evaluation prior to award. Y _____
 - 3.2 Operating and repair manuals will be provided on each component delivered for evaluation. Y _____
 - 3.3 The documentation supplied by the accepted vendor will not be returned, and shall not be construed as being part of the manuals required in other parts of this specification. Y _____

- 3.4 The working sample will include explicit instructions and diagrams to facilitate connection of all components as intended by the vendor. Y _____
- 3.5 If the vendor desires, it is acceptable for a representative to assemble the package in working order. Y _____
- 3.6 Any failure of the example to not contain all items specified and to not perform as required will be grounds for disqualification of the bid. Y _____
- 3.7 All equipment shall be warranted for a period of 2 years, including parts and labor, and beginning when the equipment is first placed in service. Y _____
- 3.8 All features that are placed in the radio by way of programming or feature encoding will remain for the life of the radio. Y _____
 - 3.8.1 Any lost feature information (ie. # of channels, type of radio, etc) will be replaced (provided) at no charge for the life of the radio. Y _____
- 3.9 The successful vendor shall provide pre-paid shipping labels to cover all shipping charges for any item needing to be returned for repair work during the warranty period. Y _____
- 3.10 Upon request and/or prior to bid award Vendors shall provide manufacturer's certification indicating they are an authorized reseller of the product(s) they are offering/bidding. Y _____
- 3.11 All firmware upgrades will be free of charge for the life of the radio and shall be provided via Internet connection to a downloadable software site. Y _____
- 3.12 All programming software updates shall be free of charge for the life of the radio and shall be provided via Internet connection to a downloadable software site. Y _____
- 3.13 All items are to be available for purchase separately and each item is to be individually priced. Y _____

3.14 Each item bid is to include make and model on Price Quotation sheet provided, and shall include literature sufficient for analysis of product being proposed.

Y _____

4. COMPATIBILITY

4.1 Any modifications necessary to make this equipment operate properly with other provided equipment are to be the responsibility of the vendor.

Y _____

4.2 All programming and jumper settings must be performed prior to delivery for operation with any other equipment in this specification.

Y _____

4.3 All equipment shall function without unintended interaction and interference to other components.

Y _____

5. SERVICE MANUALS

5.1 Schematics will be available and provided as specified.

Y _____

5.2 A minimum of 6 complete depot level service/repair manuals will be provided.

Y _____

5.3 If greater than 30 radios are provided, service/repair manuals shall be provided in a ratio of 1 manual per 5 radios.

Y _____

5.4 If greater than 50 radios are provided, service/repair manuals shall be provided in a ratio of 1 manual per 10 radios after fulfilling minimum requirements.

Y _____

5.5 Any failure to comply will be grounds for disqualification of the bid, or cancellation of the contract.

Y _____

6. The following options shall be available for Items 1 & 2:

6.1 Desktop Microphone to substitute for mobile microphone.

Y _____

6.2 Desktop Power Supply to convert mobile radio into table top base type radio.

Y _____

7. PROGRAMMING SOFTWARE

7.1 All radio programming must be able to be performed on a Microsoft Windows XP based computer.

Y _____

7.2 The vendor shall make available for purchase all programming software and cabling necessary to program all radios.

Y _____

DPS1131					
Bld Form - Non-Digital Mobile Radios					
Item #	Description	Model No.	Quantity	Unit Price	Extended Price
1	VHF Mobile - non-digital capability	Kenwood TK-7180 HK	100	\$ 431.00	\$ 43,100.00
2	UHF Mobile - non-digital capability	Kenwood TK-8180 HKA	25	\$ 431.00	\$ 10,775.00
3	Desktop Microphone - Options for Items Nos. 1 and 2	KMC-9C Desktop Microphone	20	\$ 68.80	\$ 1,376.00
4	Desktop Power Supply - Options for Items Nos. 1 and 2	KPS-15 Power Supply	20	\$ 139.00	\$ 2,780.00
5	Programming Software	KPG-89DK Software	5	\$ 89.00	\$ 445.00
6	Programming Cable	KPG-46AM Cable	5	\$ 129.00	\$ 645.00
7	Programming Interface (if required) Failure to use this information may result in disqualification.	NR	5	\$ —	\$ —
Bidder / Vendor Information:				Grand Total:	\$ 59,121.00
Name: A.V. Lattamus Communications Inc.					
Address: 1344 Cove Hill Road. Weirton, WV 26062					
Phone No.: 304-780-2343					
Fax No.: 304-232-2476					
Email Address: lattamus@lattamus.com DaveKoehler@Lattamus.com					

ATTACHMENT

P.O.# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Dave A. Kachla 5-5-2011
Signature Date

Territory Manager
Title

A.V. Lanthanus Comm. Inc.
Company Name

Signature Date

Title

Agency/Division

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney-General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: A.V. Lauttamus Comm. Inc.

Signed: Dave A. Koehler

Title: Territory Manager

Date: May 5th 2011

RFQ No. DPS 1131

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: A.V. Luttamus Communications Inc.

Authorized Signature: Dave A. Koehler Date: 5-5-2011

State of West Virginia

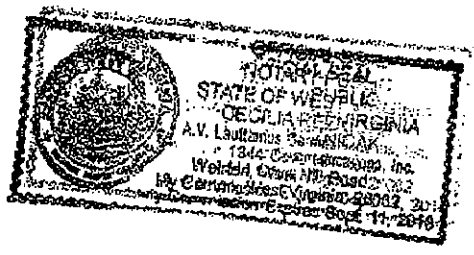
County of Hancock, to-wit:

Taken, subscribed, and sworn to before me this 5th day of May, 2011.

My Commission expires Sept. 11, 2016

AFFIX SEAL HERE

NOTARY PUBLIC Cecilia Reynolds



Purchasing Affidavit (Revised 12/15/09)

State of West Virginia 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: A.V. Lauthamus Comm. Inc. Signed: Dawn A. Koehler
Date: May 5th 2011 Title: Territory Manager

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

KENWOOD

Listen to the Future



TK-7180(H)/8180(H)

VHF/UHF FM Mobile Radios

FleetSync[®]
KENWOOD

GENERAL FEATURES

- 30/50 W (136-174 MHz)
- 30/45 W (450-520, 400-470 MHz)
- Conventional & ITR[®] Zones
- MPT1327 Trunking Option
- Remote Control Head Option¹
- 12 Character Alphanumeric Aliases
- Backlit Dot Matrix LCD
- 3-Digit Sub-Display
- Function / Status LCD Icons
- RSSI Indicator
- Date & 12/24 Hour Time Clock
- Transmit / Busy / Call Alert / Warn LED
- 6 Backlit PF Keys
- Emergency / AUX Key
- Enhanced Kenwood Audio
- Front Panel Speaker
- Companded Audio
- Voice Inversion Scrambler Built-in
- Easy Option Port
- Encryption / ANI Board Control
- VGS-1 Voice Guide / Storage Option
- Emergency Call Features
- DTMF Encode / Decode²
- Special Alert Tone Patterns³
- Call Key⁴
- Time Out Timer
- Busy Channel Lockout
- Timed Power Off

- DB-25 Accessory Connector⁵
- 9 Programmable AUX I/Os⁵
- 2 Programmable AUX Outputs⁵
- Ignition Sense⁶
- Public Address / Horn Alert Option⁷
- MIL-Spec Standard Mic
- MIL-Spec 12-Key DTMF Mic Option
- Windows[®] Programming & Tuning⁸
- Windows[®] Firmware Uploading⁸
- Front Panel Test / Tune
- Cloning
- MIL-STD-810 C/D/E/F
- MIL-STD "Driven-Rain"⁹
- IP-54/55 Water & Dust Intrusion⁹

CONVENTIONAL ZONES

- 512 Channels / 128 Zones¹⁰
- QT / DQT
- Two-Tone Decode¹¹
- Single / Two-Tone Encode¹¹
- Operator Selectable Tone¹¹
- Dual Priority Scan
- Single & Multi-Zone Scan
- List Scan

TRUNKED ZONES

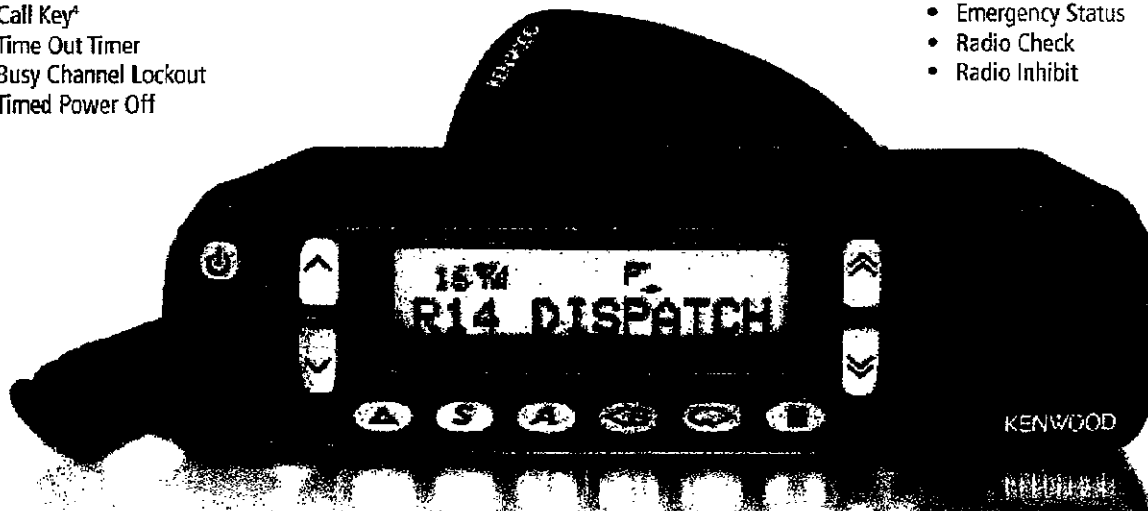
- 512 GID / 128 Zones¹⁰
- Kenwood LTR[®] Features¹²

FleetSync[®]

- FleetSync[®] or FleetSync[®] II¹³
- PTT ID Digital ANI
- Selective Call & Group Call
- Status Messaging
- Emergency Status
- Caller ID Display
- Short & Long Text Messages¹⁴
- Power On/Off Status Messages
- Input / Output Status Messages
- FleetSync[®] GPS Ready¹⁵
- Send GPS PF Key¹⁵
- PTT ID & Emergency GPS Reporting¹⁵
- Status Message Block GPS Reporting¹⁵
- Ignition On/Off GPS Reporting^{15,16}
- VGS-1 GPS Data Storage^{15,16}
- PC Serial Interface

MDC-1200¹⁷

- PTT ID Digital ANI
- Caller ID Display
- Emergency Status
- Radio Check
- Radio Inhibit



Options

- **KMC-35**
Microphone
(supplied microphone)
- **KMC-36**
Keypad Microphone
- **KMC-9C**
Control Station
Desktop Microphone
- **KRK-10**
Control Head
Remote Kit (23ft/7m)
- **KCT-46**
Ignition Sense Cable

- **KCT-40**
Radio Interface Cable
(for KDS-100, KGP-2A/2B)
- **KCT-23M**
DC Cable (Dash
mount / 10 feet)
- **KCT-23M3**
DC Cable (Remote
mount / 23 feet)
- **KAP-2**
Horn Alert/Public
Address Relay Unit
- **VGS-1**
Voice Guide &
Storage Unit

- **KES-3**
External Speaker
- **KES-5**
External Speaker
(requires KAP-2)
- **KMB-10**
Key Lock Adapter
- **KLF-2**
Line Noise Filter
- **KPS-10A**
DC Power Supply

- **KPS-15**
DC Power Supply
- **KDS-100**
Mobile Data Terminal
- **KGP-2A/2B**
GPS Receiver /
Modem Unit
(requires KCT-39 option)

Specifications

Model	TK-7180	TK-7180H	TK-8180	TK-8180H
GENERAL				
Frequency Range	136-174 MHz		45C-52D MHz 450-512 MHz	
Type 1	136-174 MHz		45C-52D MHz 450-512 MHz	
Type 2	-		40C-470 MHz	
Number of Channels*	Max 128 per Radio Max 250 per Zones			
Zone	(Max 512 (Conv.Ch's + GIC's) total per Radio)			
Channel Spacing	25 kHz 30 kHz		25 kHz	
Wide	25 kHz 30 kHz		25 kHz	
Narrow	12.5 kHz 15 kHz		12.5 kHz	
Operating Voltage	13.5V DC ± 15 %			
Current Drain				
Standby	0.4 A	0.4 A	0.4 A	0.4 A
Receive	1.0 A	1.0 A	1.0 A	1.0 A
Transmit	9.0 A	13.0 A	9.0 A	13.0 A
Duty Cycle	Transmit: 20 %			
Operating Temperature Range	-22 °F - +140 °F (-30 °C - +60 °C)			
Frequency Stability	±0.00025 % (-22 °F - +140 °F)			
Antenna Impedance	50 Ω			
Channel Frequency Spread				
Type 1	38 MHz		70 MHz	
Type 2	-		70 MHz	
Dimensions (W x H x D), Projections not included	6-5/16" x 1-3/4" x 6-3/16" (160 mm x 45 mm x 157 mm)			
Weight (net)	3.3 lbs. (1.5 kg)			
FCC ID				
Type 1	K4437303110	K4437303210	K4437313110	K4437313210
Type 2	-	-	K4437313120	K4437313220
IC Certification				
Type 1	282F-37303110	-	-	-
Type 2	-	-	282F-37313120	-

*Maximum capability depends on the number of programmed Zone and repeater channels.

Applicable MIL-STD & IP

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, II	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, II	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	505.3/Procedure I	505.4/Procedure I
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 I, III	507.3/Procedure I, III	507.4
Salt Fog	509.1/Procedure I	509.2/Procedure I	509.3/Procedure I	509.4
Dust	510.1/Procedure I	510.2/Procedure I	510.3/Procedure I	510.4/Procedure I, II
Vibration	514.2/Procedure VIII, X	514.3/Procedure I	514.4/Procedure I	514.5/Procedure I
Shock	516.2/Procedure I, II, III, V	516.3/Procedure I, IV, V	516.4/Procedure I, V, V	516.5/Procedure I, IV, V

International Protection Standard

Dust & Water Protection	IP54: Radio itself IP54/IP55: Remote Head with KRK-10 *To meet above IP67 and IP68, weather proof microphone KMC-35 or KMC-36 has to be connected.
------------------------------------	--

Model	TK-7180	TK-7180H	TK-8180	TK-8180H
RECEIVER (Measurements made per EIA/TIA-603)				
Sensitivity (12dB SINAD)	Wide		0.25 μV	
Narrow	-		0.28 μV	
Selectivity**	Wide		80 dB	
Narrow	70 dB		67 dB	
Intermodulation Distortion Wide/Narrow	-		75 dB (±50, 100 kHz)	
Spurious Response**	90 dB		85 dB	
Audible Output (4 Ω Impedance)	4 W with less than 5 % distortion			
TRANSMITTER (Measurements made per EIA/TIA-603)				
RF Output Power				
Type 1	30 to 1 W	50 to 10 W	30 to 1 W	45 to 10 W
Type 2	-		(30-50 MHz ± 5% & 450-512 MHz ± 40% 10W) 30 to 1 W 45 to 10 W	
Spurious Response	70 dB			
Type of Emission				
Wide	16K0F3E			
Narrow	1K0F3E			
FM Hum & Noise				
Wide	50 dB			
Narrow	45 dB			
Microphone Impedance	600 Ω			
Audio Distortion				
Wide/Narrow	3 %			

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

fleetSync™ is a registered trademark of Kenwood Corporation.
IP™ is a registered trademark of Transcript International.

footnotes from front:
 KRK-10 remote control kit required.
 DTMF includes AT-70, Emergency AM, Manual Decode (KMC-36), Auto-Dial (P numbers) & Scan.
 Special Alert Tone Patterns operate for 2-Tone, DTMF, HuntSync™ selective call decode.
 GM Key: 6 keys max; operates for 2-Tone, DTMF and FleetSync status encode.
 DB-25 ACC's supports 15 Remote Zones/HQID selections.
 KGP-2A/B (KCT-40 required), KDS-100 (KCT-40 required), data modem, MDI, interconnect.
 KCT-46 Ignition sense cable option required; plugs into mobile ignitor sense sig-tail cable.
 KAP-2 required: Horn Alert operates for FleetSync™, 2-Tone or DTMF selective call decode.
 KPS-800 required: Windows 95/NT/2000/MeXP compatible; English/Spanish screen languages.
 MIL-STD "Driven-Rain" and IP-55 Water/Dust intrusion apply to remote control head only; IP54 applies to radio chassis.
 Conventional Zones: 512 Channels/128 Zones max. per radio; 250 Ch max. per Zone; Trunked Zones: 512 Ch/128 Zones max. per radio; 250 Ch max. per Zone.
 Two-Tone Decodes (4 sets x 4 pairs each): Single / Two-Tone Decodes (22 tones) Operator Selectable Tone (40 OFDQT code pairs).
 Kenwood UTR™ Features include: GID Delete/Add, LTR™ Talk Around Scan Revert Group Display, System Scan, Group Scan, Auto Search.
 FleetSync™ & FleetSync™ II are not compatible.
 Short Text Messages are radio stored & LCD displayed; Long Text Messages require a KDS-100 and KCT-40.
 FleetSync™ GPS features require an internal GPS board or externally wired GPS receiver with NMEA 1/1L level serial data output to the internal COM 1 or 2 set to "GPS".
 Requires a VGS-1 option.
 Either MDC-1200 or FleetSync™ can be activated per radio.

KENWOOD

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Kenwood Electronics Canada Inc.
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 Central Base Equipment Division
 Vancouver, Canada
 ISO9001 cert. No. 162

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