



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:  
**DPS1139**

PAGE:  
**1**

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

VENDOR

\*709031705      800-472-7373  
**TESSCO INC**  
**11126 MCCORMICK ROAD**  
  
**HUNT VALLEY MD 21031**

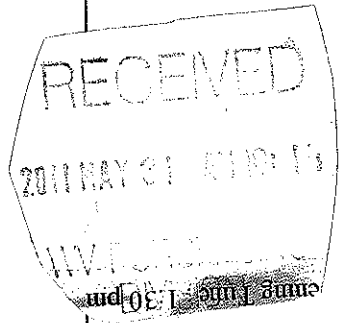
SHIP TO

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

DATE PRINTED <b>04/19/2011</b>	TERMS OF SALE 0% Net 30	SHIP VIA Best Way	F.O.B. Destination	FREIGHT TERMS Prepaid
-----------------------------------	----------------------------	----------------------	-----------------------	--------------------------

BID OPENING DATE: **05/24/2011**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-12	See Price Sheet	\$28,036.53
<p><b>ANTENNAS, RADIO</b></p> <p><b>INQUIRIES:</b></p> <p><b>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 05/10/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER AND 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:</b></p> <p><b>TARA LYLE</b>  <b>DEPARTMENT OF ADMINISTRATION</b>  <b>PURCHASING DIVISION</b>  <b>2019 WASHINGTON STREET, EAST</b>  <b>CHARLESTON, WV 25305</b></p> <p><b>FAX: 304-558-4115</b>  <b>E-MAIL: TARA.L.LYLE@WV.GOV</b></p> <p><b>EXHIBIT 3</b></p> <p><b>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 "REASONABL</b></p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Mary Beth Smith</i>	TELEPHONE 800-316-2830	DATE 5/20/11
TITLE Vice President of Sales	FEIN 52-1868893	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](http://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).



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
DPS1139

PAGE
2

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

VENDOR

\*709031705 800-472-7373  
 TESCO INC  
 11126 MCCORMICK ROAD  
 HUNT VALLEY MD 21031

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/19/2011	0% Net 30	Best Way	Destination	Prepaid

BID OPENING DATE: 05/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mary Beth</i>	800-316-2830	5/20/11
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President of Sales	52-1868893	

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



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

# Request for Quotation

RFQ NUMBER  
**DPS1139**

PAGE  
**3**

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

VENDOR

\*709031705      800-472-7373  
**TESSCO INC**  
**11126 MCCORMICK ROAD**  
  
**HUNT VALLEY MD 21031**

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/19/2011	0% Net 30	Best Way	Destination	Prepaid

BID OPENING DATE: **05/24/2011**      **BID OPENING TIME 01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mary Beth...</i>	TELEPHONE 800-316-2830	DATE 5/20/11
TITLE Vice President of Sales	FEIN 52-1868893	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DPS1139**

PAGE  
**4**

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

VENDOR

**\*709031705 800-472-7373**  
**TESSCO INC**  
**11126 MCCORMICK ROAD**  
**HUNT VALLEY MD 21031**

SHIP TO

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

DATE PRINTED <b>04/19/2011</b>	TERMS OF SALE 0% Net 30	SHIP VIA Best Way	F.O.B. Destination	FREIGHT TERMS Prepaid
-----------------------------------	----------------------------	----------------------	-----------------------	--------------------------

BID OPENING DATE: **05/24/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>EXHIBIT 4</b></p> <p><b>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.</b></p> <p><b>REV. 3/88</b></p> <p><b>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.</b></p> <p><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p><b>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></b></p> <p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:            DEPARTMENT OF ADMINISTRATION</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tara Lyle</i>	TELEPHONE 800-316-2830	DATE 5/20/11
TITLE Vice President of Sales	FEIN 52-1868893	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER
DPS1139

PAGE
5

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

VENDOR

\*709031705 800-472-7373  
 TESCO INC  
 11126 MCCORMICK ROAD  
 HUNT VALLEY MD 21031

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/19/2011	0% Net 30	Best Way	Destination	Prepaid

BID OPENING DATE: 05/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----TL/32-----						
RFQ. NO.:-----DPS1139-----						
BID OPENING DATE:-----05/24/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----410-527-0005-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----Matt Hendrix-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Matt Hendrix</i>	TELEPHONE 800-316-2830	DATE 5/20/11
TITLE Vice President of Sales FEN 52-1868893	ADDRESS CHANGES TO BE NOTED ABOVE	

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

## **SPECIFICATIONS FOR RF CABLE, CONNECTORS, ANTENNAS AND ACCESSORIES**

### **DPS1139**

The West Virginia State Police (WVSP) is requesting competitive bids for RF Cable, connectors, antennas, and accessories as per the attached specifications. The contract shall be available for use by all other entities of state government, as well as counties and municipalities.

All items bid must meet or exceed the manufacture/part numbers listed. If a vendor bids a product which does not meet the specifications of an item, but they believe exceeds the specifications then the vendor is required to submit their exceptions in writing specifically listing the item and line-specification(s) they are taking exception to. Vendors shall submit within seven days upon request, a product sheet for each item bid, which is to include at a minimum: picture, manufacturer, model number, and general specifications for the item.

#### **Award:**

The purchase order will be awarded to one (1) vendor with the most complete bid with the lowest grand total meeting all of the specifications.

**DPS1139  
BID FORM**

LINE ITEM	ITEM	Manufacturer/ Part Number	Description	QTY	Cost per unit	Total cost
1	Antenna	Comprod 532-70, or equal	Heavy Duty Exposed Folded Dipole Array, Dual Configuration, Low Band - 42.06 Mhz	2	\$1,400.41*	\$2,800.82*
2	Antenna	Scala CL-450B, or equal	Antenna, UHF Broadband Log-periodic Fixed-station	4	\$519.39* P/N CL6-450B	\$2,077.56*
3	Bracket	Comprod 115-85, or equal	Mounting Clamp, 90 Degree Pipe to Pipe, 1.5" - 3.5" to 1.5" - 3.5"	4	\$44.34	\$177.36*
4	Bracket	Kathrein-Scala 131-1847, or equal	Band Clamp, 2" - 6"	4	\$3.88*	\$15.52*
5	Bracket	Kathrein-Scala MKPS-1, or equal	Mounting Clamp, Fits 2.375" OD Mast, w/ 90 Degree Angle	4	\$52.33	\$209.32
6	Feedline	Andrews LDF4-50A, or equal	Cable, 1/2" Heliac Hardline, 500 Foot Roll	5	\$870.00	\$4,350.00
7	Connector	Andrews L4PNF, or equal	RF Connector, N - Female, Silver plate/Gold Center pin, for LDF4-50A	60	\$47.52	\$2,851.20
8	Connector	RF Industries L44U, or equal	RF Connector, Captivated UHF - Female, for LDF4-50A	30	\$30.69 P/N RFU-520-H1	\$920.70
9	Connector	Amphenol 83-1SP-1050, or equal	RF Connector, PL-259, Teflon insulator	250	\$3.47	\$867.50
10	Connector	RFS 738803, or equal	RF Connector, Field Repair UHF - Female, Captivated, Silver/Brass, for LDF4-50A	10	\$100.54	\$1,005.40
11	Hangers	Wireless Solutions WSSH-U12, or equal	Hanger Clips, Stackable, for 1/2" Hardline, 10 Pk.	50	\$19.22	\$961.00
12	Grounding Kits	Wireless Solutions WGK-C12, or equal	Clip-on Ground kit, for 1/2" Hardline, 10 Pk.	40	\$17.82 P/N SG12-12B2U	\$712.80
13	Tape	3M Super 33+ 054007-06132, or equal	Electrical Tape, Premium Vinyl, 10 Pk. ,3/4" x 66'	12	\$40.00	\$480.00
14	Feedline	Belden 8214, or equal	Cable, Braided Coax, 50 Ohms, 1000 foot Roll	5	\$973.76*	\$4,868.80*
15	Connector	RF Industries RFN-1001-S, or equal	RF Connector, N - Male, Clamp/Solder, for 8214 cable	60	\$5.39	\$323.40
16	Boots	Andrews 204679A-7, or equal	Entry Boot, 4" w/ (3) 1/2" Hardline Holes and Plugs	15	\$14.73 P/N WS-B412-3	\$220.95
17	Coax Protector	Polyphaser IS-B50HN-C1-MA, or equal	Bulkhead Mount, 50-700 Mhz, N-Female (Equipment End), N-Male (Antenna End)	20	\$58.43	\$1,168.60
18	Coax Protector	Polyphaser IS-B50HN-CO-MA, or equal	Bulkhead Mount, 1.5 - 400 Mhz, N-Female (Equipment End), N-Male (Antenna End)	20	\$58.43*	\$1,168.60*
19	Coaxial Adapter	RF Industries RFN-1035-1, or equal	Braided Coax Adapter, N-Male to UHF-Female	20	\$5.94	\$118.80
20	Coaxial Adapter	Emerson Network Power 26-8014, or equal	Braided Coax Adapter, N-Female to UHF-Male	20	\$2.46	\$49.20



21	Coaxial Adapter	RF Industries RFN-1014-1, or equal	Braided Coax Adapter, N-Male to N-Male	20	\$7.40	\$148.00
22	Coaxial Adapter	RF Industries RFU-538, or equal	Braided Coax Adapter, UHF-Male to UHF-Male	20	\$4.08	\$81.60
23	Coaxial Adapter	RF Industries RFN-1013-1, or equal	Braided Coax Adapter, N-Female to N-Female	20	\$5.17	\$103.40
24	Coaxial Adapter	RF Industries RFU-536, or equal	Braided Coax Adapter, UHF-Female to UHF-Female	20	\$1.94	\$38.80
25	Clamp	Andrews AB-S50-SSH, or equal	Tapered Leg Pipe-to-Pipe Clamp, Joins 1-1/2" - 3-1/2" OD pipe to 2-3/8" - 5" OD pipe.	12	\$115.05	\$1,380.60
26	Clamp	Andrews BC-30-10, or equal	Tapered Leg Pipe-to-Pipe Clamp, Joins two 1-1/2" to 3-1/2" OD round members	12	\$48.05	\$576.60
27	Wire	Wireless Solutions 6-19G, or equal	Ground Wire, #6 AWG 19-Strand, Green Insulation, 250 feet	1	\$1.44	\$360.00

**GRAND TOTAL:** \$28,036.53

NOTE: All quantities specified in the Price Quotation form are for bid purposes only. Actual quantities to be purchased may vary with each order.

**Failure to use this information may result in disqualification.**

Bidder / Vendor Information:

Company Name: TESSCO Incorporated

Address: 11126 McCormick Road

Contact Name: Matt Hendrix

Phone No.: 800-316-2830

Fax No.: 410-527-0005

Please note that TESSCO will hold pricing on all products as required as long as commodity prices remain stable. If / When TESSCO receives an increase from the manufacturer due to a surge in commodity prices, that increase will be passed through to The State of West Virginia.

Please note that items shown with a '\*' are Special Order and are not a typically stocked item. These products will be ordered specially for you. As a special order, the order will not be cancelable and the item will not be available for return under the TESSCO No-Risk 30 Day Inspection policy, however the manufacturers' standard warranty will apply. Reference of an item's special order and non-cancellable, non-returnable nature must be shown on the purchase order where applicable.



Your Total Source® to build, use and maintain wireless.

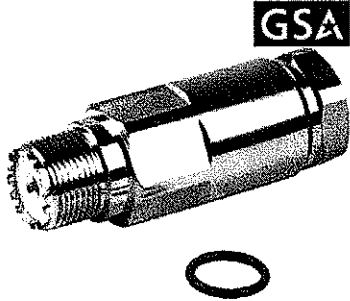
[Login](#) | [Register](#) | [Worksheet](#)

Find    
Advanced Search

Need Help? Call (800) 472-7373

- [Products Offered](#)
- [Customers Served](#)
- [Systems & Applications](#)
- [My Account](#)
- [Customer Service](#)
- [About Us](#)

Transmission Line > Connectors for Transmission Line > 1/2" Foam Cable Connectors > TESSCO SKU# 324352



### RF Industries - UHF Female for 1/2" LDF4-50A, LCF12-50J

Mfg Part #: RFU-520-H1 TESSCO SKU : 324352 Qty/UOM : 1 EACH UPC: 888063243523

List: \$56.10

Your Price: [Log in](#)

Qty: 1

[Add](#)

[Technical Specs](#)   [Compatibility](#)

<b>GSA</b>	<b>Contract:</b> GS-35F-0548P	<b>Schedule:</b> 70 - Information Technology
<b>Connector Type</b>	UHF Female	
<b>Crimp Tool</b>		
<b>Notes</b>		
<b>Center Conductor</b>	Captivated	
<b>Body</b>	Brass	
<b>Center Pin</b>	Phosphor Bronze	
<b>Outer Conductor</b>	Clamp	
<b>Impedance (Ohms)</b>	non-constant	
<b>VSWR</b>	1.3 @ 9 GHz	
<b>Fits</b>	LDF4-50A, LCF12-50J	
<b>Andrew Compatible?</b>	Y	
<b>Cablewave Compatible?</b>	Y	
<b>Eupen Compatible?</b>	Y	
<b>Amphenol Compatible</b>	N	
<b>Times Compatible?</b>	N	
<b>Commscope Compatible?</b>	N	
<b>Strip Tool</b>		
<b>Wrench: Front/Back Nut</b>		
<b>Advise Customer</b>		
<b>Mfg. Warranty</b>	1 Year	

**Similar Products:**

- UHF Connectors for LDF4-50 & LCF12-50J
- 1/4" Superflexible Connectors
- 3/8" Superflexible Connectors
- 1/2" Superflexible Connectors
- 1/4" & 3/8" Foam Cable Connectors
- 5/8" Foam Cable Connectors
- 7/8" Superflexible Connectors
- 7/8" Foam Cable Connectors
- 1-1/4" Foam Cable Connectors
- 1-5/8" Foam Cable Connectors
- Air Cable Connectors
- Transmission Line Adapters
- Connector Pins & Parts
- Connector Installation
- Special Order



Your Total Source® to build, use and maintain wireless.

[Login](#) | [Register](#) | [Worksheet](#)

Find    
Advanced Search

Need Help? Call (800) 472-7373

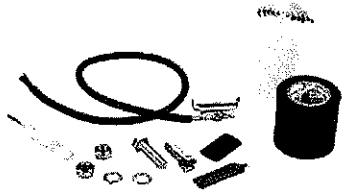
[Products Offered](#)   [Customers Served](#)   [Systems & Applications](#)   [My Account](#)   [Customer Service](#)   [About Us](#)

Site Hardware > Transmission Line Accessories > Grounding Kits > TESSCO SKU# 313411



### Andrew Solutions - SureGround Grounding Kit, (1/2")

Mfg Part #: SG12-12B2U   TESSCO SKU : 313411   Qty/UOM : 1 EACH   UPC: 888063134111



List: \$20.00

Your Price: [Log in](#)

Qty:

[Add](#)

[Technical Specs](#)   [Compatibility](#)

<b>GSA</b>	<b>Contract:</b> GS-35F-0548P	<b>Schedule:</b> 70 - Information Technology
<b>Mfg. Model Number</b>	SG12-12B2U	
<b>Cable Size</b>	1/2" (Both)	
<b>Shielding Material</b>	Both	
<b>Kit Style</b>	Clip	
<b>Ground Lead</b>	48"	
<b>Lug Install</b>	Field	
<b>Ground Kit Strip Tool</b>		
<b>Product Narrative</b>	TESSCO offers a wide selection of grounding kits to ensure the proper grounding of your wireless systems. All kits are designed to meet MIL-STD-188-124A standard and have been verified by independent labs to protect coax from lightning strikes up to 200 kA.	
<b>Advise Customer</b>		
<b>Mfg. Warranty</b>	10 Years	

**Similar Products:**

- Grounding Kits
- Hanger Kits
- Cable Hanger Block Systems
- Waveguide Cushions
- Hoisting Grips
- Weatherproofing
- Angle Tower Adapters
- Round Tower Adapters, Steel Strap
- Coax Support Components

[About TESSCO](#) | [Investors](#) | [Careers](#) | [Contact & Feedback](#) | [Privacy Statement](#) | [FAQs](#) | [Help](#) | [Site Map](#)

©2010 TESSCO. All Rights Reserved.

No Payments for 90 Days **BillMeLater** Business on orders over \$2,500.00 subject to credit approval. Details >



Your Total Source® to build, use and maintain wireless.

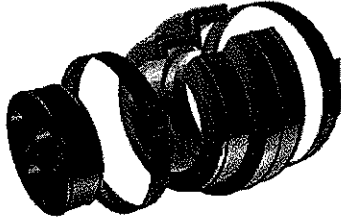
[Login](#) | [Register](#) | [Worksheet](#)

Find    
Advanced Search

Need Help? Call (800) 472-7373

- [Products Offered](#)
- [Customers Served](#)
- [Systems & Applications](#)
- [My Account](#)
- [Customer Service](#)
- [About Us](#)

Site Hardware > Site Hardware > Waveguide Boots & Cushions > TESSCO SKU# 362507



### Wireless Solutions - Boot Assembly (4"), (3) 1/2" holes

Mfg Part #: WS-B412-3 TESSCO SKU : 362507 Qty/UOM : 1 EACH UPC: 888063625077

For 1/2" corrugated cable. 3 runs per boot.

List: \$19.00

Your Price: [Log in](#)

Qty:

[Add](#)

#### Technical Specs

**Product Narrative**

The 4" Feed-Thru Boot Assembly uses a standard 3-3/8" OD port cushions and fit all 4" entry panels. Boot material is unaffected by ozone, sunlight, aging or extremes of heat and cold. The boot and cushion material meets specifications ASTM-D2000-70b and ASE J200.

**Description**

For 1/2" corrugated cable. 3 runs per boot.

**Mfg. Warranty**

3 Years

#### Similar Products:

- 4" Feed-Thru Boot Assemblies
- Equipment Platforms
- Vertical Cable/Waveguide Ladder
- Waveguide Bridge Kits & Accessories
- Roof Mounted Bridge Kits & Cable Tray
- Wall/Roof Feed Thrus
- Conduit and Related Items

[About TESSCO](#) | [Investors](#) | [Careers](#) | [Contact & Feedback](#) | [Privacy Statement](#) | [FAQs](#) | [Help](#) | [Site Map](#)

©2010 TESSCO. All Rights Reserved.

No Payments for 90 Days **Bill Me Later** Business on orders over \$2,500.00 subject to credit approval. Details >



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
DPS1139

PAGE
1

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

VENDOR	*709031705      800-472-7373
	TESSCO INC 11126 MCCORMICK ROAD
	HUNT VALLEY MD 21031

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/20/2011	0% Net 30	Best Way	Destination	Prepaid
BID OPENING DATE: 05/31/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. TO MOVE THE BID OPENING DATE FROM 05/24/2011 TO 5/31/2011 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOU BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	LS		725-12	See Pricing Sheet	\$28,036.53
***** THIS IS THE END OF RFQ      DPS1139 ***** TOTAL:						\$28,036.53

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	800-316-2830	5/27/11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President of Sales	52-1868893		

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](http://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).

**DPS1139**  
**ADDENDUM NO. 1**

Q1: I have found an incorrect P/n: #2 CL-450B should read: CL6-450B.

A1: Line item #2 part # should be CL6-450B

Q2: WGK-C12 should be listed as Ea, not 10pk. Do you want 40pcs or 400?

A2: Line item #12 should be priced each and not as a 10 pack.

Q3: Item 16 204679A-7 is not a good P/n from Andrew. I can give you a 4" Boot w/ 3 x ½" holes (252147) and ½" plugs (294735 5pk) x 3.

A3: Line item #16 Andrews 204679A-7 has been discontinued and can be replaced with wireless solutions WS-B412-3 or equivalent.

**\*\*\* The bid opening date has moved from 05/24/2011 to 05/31/2011.**

EXHIBIT 10

REQUISITION NO.: ..... DPS1139

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 ...X...

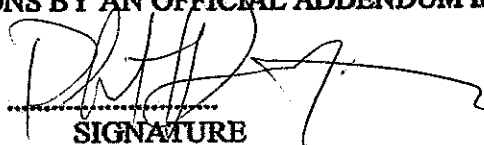
NO. 2 .....

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.

  
.....  
SIGNATURE

TESSCO Incorporated  
.....  
COMPANY

5/27/11.....  
DATE



# 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: TESSCO Incorporated

Signed: 

Date: 5/20/11

Title: Vice President of Sales

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

RFQ No. DPS1139

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: TESSCO Incorporated

Authorized Signature: *May Peter* Date: 5/20/11

State of Pennsylvania

County of York, to-wit:

Taken, subscribed, and sworn to before me this 20<sup>th</sup> day of May, 2011.

My Commission expires June 5, 2012.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** *Samantha L. Lewis*

