



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

Solicitation

NUMBER
DPS1452

PAGE
1

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

RFQ COPY

VENDOR

TYPE NAME/ADDRESS HERE

Electronic Communications d/w
408 Old Golf Mt. Rd.
CROSS LANES WV 25313

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED
06/26/2014

BID OPENING DATE: 07/16/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
OPEN-END CONTRACT						
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE NICKEL-METAL HYDRIDE BATTERIES FOR PORTABLE RADIOS AND FLASHLIGHTS, FOR THE WV STATE POLICE, DIVISION OF CORRECTIONS, DHHR, DIVISION OF NATURAL RESOURCES, AND THE DIVISION OF HOMELAND SECURITY, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. DPS1452 SPECIFICATIONS 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. VENDOR PREFERENCE CERTIFICATE 						
0001	1	LS		450-32-97-000		
				NICKEL-METAL HYDRIDE BATTERY		
0002	1	EA		450-32-97-000		
				NICKEL-METAL HYDRIDE BATTERY FOR PORTABLE RADIO		

07/16/14 11:52:43AM
 West Virginia Purchasing Division

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-776-4091	DATE July 15 2014
TITLE President	FEIN 550520004	ADDRESS CHANGES TO BE NOTED ABOVE

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



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0004	1	EA		450-32-97-000		
NICKEL-METAL HYDRIDE BATTERY FOR PORTABLE RADIO						
***** THIS IS THE END OF RFQ DPS1452 ***** TOTAL: _____						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: July 8, 2014 at 4:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: July 16, 2014 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on award
and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation

during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or

maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 38. [RESERVED]**
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference.

If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
DPS1452 Nickel-Metal Hydride Batteries

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Police, Division of Corrections, Department of Health and Human Resources, Division of Homeland Security and Emergency Management, and the Division of Natural Resources to establish an open-end contract for Nickel-Metal Hydride Batteries for portable radios and flashlights.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as DPS1452.

3. GENERAL REQUIREMENTS:

Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1 Nickel-Metal Hydride Batteries for Streamlight Stinger LED-HP flashlight.

- 3.1.1 Nickel-Metal Hydride Battery for Streamlight Stinger LED-HP flashlight must be a Streamlight part number 75375 or equal.
- 3.1.2 Nickel-Metal Hydride battery for Streamlight Stinger LED-HP must be compatible with Streamlight Stinger LED-HP flashlights and chargers manufactured by Streamlight, Inc.
- 3.1.3 Nickel-Metal Hydride battery for Streamlight Stinger LED-HP must meet the following specifications: each battery assembly shall be a minimum 3 cell, Sub C, 3.6 volt, 1.8 Ah, rechargeable Nickel-Metal Hydride, rechargeable up to a minimum of 1,000 times, Streamlight part number 75375, or equal.

REQUEST FOR QUOTATION
DPS1452 Nickel-Metal Hydride Batteries

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3.1.4 Nickel-Metal Hydride battery for Streamlight Stinger LED-HP shall be guaranteed to be free from defects in materials and workmanship and shall maintain eighty (80) percent of its rated capacity for twelve (12) months from the date of shipment under normal use.

3.1.5 Each battery must be stamped with the chemical composition.

3.2 Nickel-Metal Hydride Batteries for Motorola XTS-2500 portable radios

3.2.1 Nickel-Metal Hydride Battery for Motorola XTS-2500 portable radio must be a Honeywell H9858-M, or equal.

3.2.2 Nickel-Metal Hydride Battery for Motorola XTS-2500 portable radio must be compatible with the Motorola XTS-2500 Series radios and chargers manufactured by Motorola Solutions, Inc.

3.2.3 Nickel-Metal Hydride Battery for Motorola XTS-2500 portable radio must meet the following specifications: each battery shall be a minimum 7.2 volts, 2700mAh, Nickel-Metal Hydride, each battery must maintain a minimum of 80% of rated capacity for 24 months, shall be a Honeywell H 9858 M, or equal.

3.2.4 Nickel-Metal Hydride battery for Motorola XTS-2500 portable radio shall be guaranteed to be free from defects in materials and workmanship and shall maintain a minimum of eighty (80) percent of its rated capacity for twelve (12) months from the date of shipment under normal use.

3.2.5 Each battery must be stamped with the chemical composition.

3.3 Nickel-Metal Hydride Batteries for Motorola APX 7000 portable radios

3.3.1 Nickel-Metal Hydride Battery for Motorola APX-7000 portable radio must be a Motorola Impress® NNTN7037, or equal.

3.3.2 Nickel-Metal Hydride Battery for Motorola APX-7000 portable radio must be compatible with the Motorola APX-7000 Series radios and chargers manufactured by Motorola Solutions, Inc.

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DPS1452 Nickel-Metal Hydride Batteries

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3.3.3 Nickel-Metal Hydride Battery for Motorola APX-7000 portable radio must meet the following specifications: each battery shall be a minimum 7.4 volt, 2100 mAh, Nickel-Metal Hydride, must have Impress® capability, and shall be a Motorola NNTN7037 or equal.

3.3.4 Nickel-Metal Hydride battery for Motorola APX-7000 portable radio shall be guaranteed to be free from defects in materials and workmanship and shall maintain a minimum of eighty (80) percent of its rated capacity for twelve (12) months from the date of shipment under normal use.

3.3.5 Each battery must be stamped with the chemical composition.

3.4 Nickel-Metal Hydride Batteries for Kenwood 5310 portable radios

3.4.1 Nickel-Metal Hydride battery for Kenwood 5310 portable radio must be a Kenwood KNB-32N or equal.

3.4.2 Nickel-Metal Hydride battery for Kenwood 5310 portable radios must be compatible with Kenwood 5310 series radios and chargers manufactured by Kenwood U.S.A., or equal.

3.4.3 Nickel-Metal Hydride battery for Kenwood 5310 portable radio must meet the following specifications: each battery shall be a minimum 7.2 volt, 2500 mAh, Nickel-Metal Hydride, and shall be a Kenwood KNB-32N, or equal.

3.4.4 Nickel-Metal Hydride battery for Kenwood 5310 portable radios shall be guaranteed to be free from defects in materials and workmanship and shall maintain a minimum of eighty (80) percent of its rated capacity for twelve (12) months from the date of shipment under normal use.

3.4.5 Each battery must be stamped with the chemical composition.

4. CONTRACT AWARD:

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages Page by listing a per unit price in the appropriate column and then multiplying that price by the estimated quantity and placing the total in the "Extended Price" column. The vendor shall total all items that the vendor is bidding on and placing that total in the "Total" space at the bottom of the Extended Price column. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 15 working days after orders are received. Vendor shall deliver emergency orders within 10 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

REQUEST FOR QUOTATION
DPS1452 Nickel-Metal Hydride Batteries

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Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. MISCELLANEOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
DPS1452 Nickel-Metal Hydride Batteries

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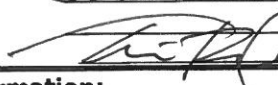
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- 7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Tim Ford
Telephone Number: 304-776-4091
Fax Number: 304-776-7092
Email Address: TFord@eciowv.com

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DPS1452 Nickel-Metal Hydride Batteries

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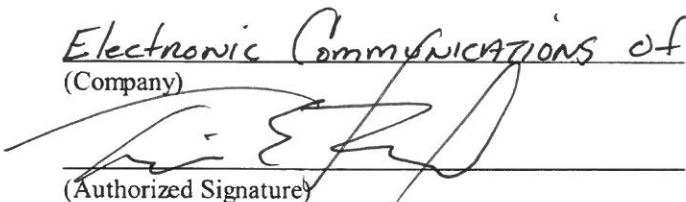
DPS1452 – Pricing Page

Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
3.1	Nickel-Metal Hydride batteries for Streamlight Stinger LED HP Flashlight Model/Brand: <u>75375</u> <u>StreamLight</u>	100 ea	\$ 1364	\$ 1364.00
3.2	Nickel-Metal Hydride batteries for Motorola XTS 2500 portable radio Model/Brand: <u>PMNN4093A</u> <u>Motorola Solutions</u>	50 ea	\$ 88.50	\$ 4425.00
3.3	Nickel-Metal Hydride batteries for Motorola APX 700 portable radio Model/Brand: <u>NNTN7037A</u> <u>Motorola Solutions</u>	50 ea	\$ 112.00	\$ 5600.00
3.4	Nickel-Metal Hydride batteries for Kenwood 53100 portable radios Model/Brand: <u>KNB-54N</u> <u>Kenwood Communications</u>	100 ea	\$ 62.00	\$ 6200.00
Failure to use this form may result in disqualification.			Total	\$ 17,589.00
Bidder / Vendor Information:				
Name: <u>Electronic Communications</u>				
Address: <u>408 Old Golf Mtn Rd</u> <u>Cross Lanes WV 25313</u>				
Phone #: <u>304-776-4091</u>				
Email Address: <u>TFord@PC10WV.COM</u>				
Authorized Signature: 				
Contract Coordinator Information:				
Name: <u>Tim Ford</u>				
Address: <u>408 Old Golf Mtn Rd</u> <u>Cross Lanes WV 25313</u>				
Phone #: <u>304-776-4091</u>				
Email Address: <u>TFord@PC10WV.COM</u>				
*Quantities are estimated annual usage for bidding purposes and bidder's information.				

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Electronic Communications of WV
(Company)


(Authorized Signature)

Tim Ford President
(Representative Name, Title)

304-776-4091
(Phone Number)

304-776-7092
(Fax Number)

July 15 2014
(Date)

RFQ No. DPS1452

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Electronic Communications of WV Inc

Authorized Signature: [Signature] Date: July 15 2014

State of West Virginia

County of Kanawha, to-wit:

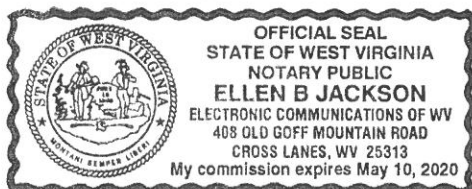
Taken, subscribed, and sworn to before me this 16 day of July, 2014.

My Commission expires May 10, 2020, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)



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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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]

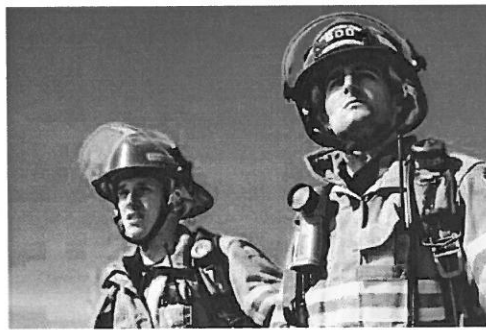
Date: July 15 2014

Title: President



ASTRO 25 ACCESSORIES AND BATTERIES

FOR MOTOROLA PORTABLE AND MOBILE TWO-WAY RADIOS



PORTABLE RADIOS

XTS® 5000 / XTS 2500 / XTS 1500

MT™ 1500

PR1500

MOBILE RADIOS

XTL™ 5000 / XTL 2500

PM1500™

PORTABLE AND MOBILE RADIO : ACCESSORIES

XTS 5000, XTS 2500, XTS 1500, XTS 3500, XTS 3000, MT 1500, PR1500
XTL 5000-ASTRO CONTROL HEADS, XTL 1500/2500/5000 O5 CONTROL HEADS, AND PM1500

SAFETY DOESN'T END WITH THE RADIO

In an emergency, your radio is your lifeline and can mean the difference between survival and tragedy. Accessories are critical to that lifeline as well. Every Motorola battery, charger, audio accessory, carry case, mounting hardware, cable and antenna is best-in-class technology, designed and optimized specifically for the rugged connector on your ASTRO 25 portable and mobile radios.



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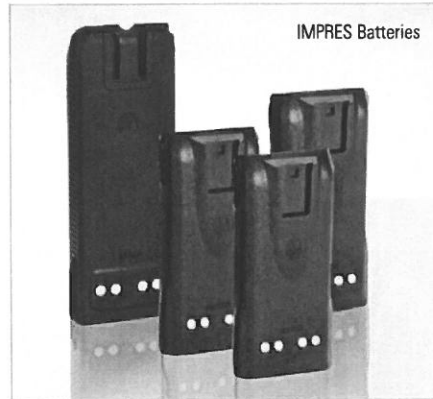
PORTABLE RADIO : BATTERIES

XTS 5000, XTS 2500, XTS 1500, XTS 3500, XTS 3000, MT 1500, PR1500

BATTERIES

IMPRES™ BATTERIES

IMPRES batteries, when used with an IMPRES charger, provide automatic, adaptive reconditioning, end-of-life display and other advanced features. Data is stored in the battery and communicated to the charger via a unique IMPRES communication protocol which is designed to maximize talk-time and optimize battery cycle life—all automatically.



Battery Characteristics

NiCd batteries provide the maximum number of charge/discharge cycles and are best suited for temperature extremes.

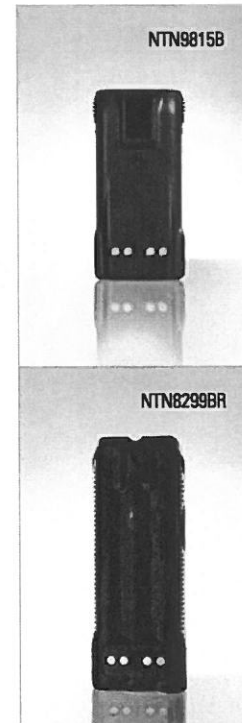
NiMH batteries provide more talk-time per shift and are less prone to memory effect.

Li-ion batteries offer the best power-to-weight ratio of all chemistries, with no memory effect.

NNTN4435B	ASTRO Digital XTS 5000/3500/3000 NiMH, 1800 mAh
NNTN4436B	NiMH, 1700 mAh. Intrinsically Safe ¹
NNTN4437B	NiMH, 1700 mAh. Intrinsically Safe ¹ , IP57 ²
NTN9862C	Li-ion, 2750 mAh
NNTN6034A	Li-ion, 4150 mAh
NNTN7453A	Li-ion, 3950 mAh, Intrinsically Safe ¹ , Rugged ³
HNN9031B	NiCd, 1525 mAh ¹
HNN9032B	NiCd, 1525 mAh. Intrinsically Safe ¹
NTN9858C	ASTRO Digital XTS 2500/1500, MT 1500 and PR1500 NiMH, 2100 mAh
NTN9857C	NiMH, 2000 mAh. Intrinsically Safe ¹
NNTN6263A	NiMH, 2000 mAh. Intrinsically Safe ¹ , IP67 ²
NNTN7335A	Li-ion, 2700 mAh. IP67 ²
NNTN7554A	Li-ion, 2050 mAh, slim, IP67 ²

BATTERIES

	PREMIUM NICKEL CADMIUM - NiCd ASTRO Digital XTS 5000/3500/3000
NTN8294BR	NiCd, 1525 mAh
NTN8295AR	NiCd, 1525 mAh. Intrinsically Safe ¹
NTN8297AR	NiCd, 1525 mAh. Intrinsically Safe ¹ , IP57 ²
	ASTRO Digital XTS 2500/1500, MT 1500 and PR1500
NTN9815B	NiCd, 1525 mAh
NTN9816B	NiCd, 1525 mAh. Intrinsically Safe ¹
	PREMIUM NICKEL METAL HYDRIDE - NiMH ASTRO Digital XTS 5000/3500/3000
NTN8299BR	NiMH, 1700 mAh. Intrinsically Safe ¹
NTN8923AR	NiMH, 1800 mAh
RNN4006B	NiMH, 3000 mAh
RNN4007AR	NiMH, 3000 mAh. Intrinsically Safe ¹
	PREMIUM ALKALINE BATTERY SHELLS ASTRO Digital XTS 5000/3500/3000
NTN9177A	Clamshell—Black. Twelve AA Alkaline batteries required, sold separately.
NTN9183A	Clamshell—Orange. Twelve AA Alkaline batteries required, sold separately.
	ASTRO Digital XTS 2500/1500, MT 1500 and PR1500
NNTN6686B	Clamshell—Black. Twelve AA Alkaline batteries required, sold separately.



¹Intrinsically Safe: Motorola approved accessories are a critical part of the specific radio and accessory system certified by a recognized testing organization as intrinsically safe. Non-Motorola approved accessories are not certified as part of the overall Motorola portable radio system. Use of non-Motorola approved accessories could result in equipment that is unapproved or unsafe in a hazardous environment.

²International Protection (IP) is a global standard for rating dust and water protection. The first digit IP5x or IP6x represents increased levels of dust protection, while the second digit IPx7 represents withstanding submersion in 1 meter of fresh water for 30 minutes.

³Rugged batteries exceed industry standards (IPX7) for submergibility and provide a higher level of water protection—MIL-STD-810E, Method 512.3 Immersion. These accessories and batteries meet the incremental requirement of submersion in 1 meter of fresh water that is 27°C colder than the product.



SAFETY DOESN'T END WITH THE RADIO



**ACCESSORIES FOR MOTOROLA'S APX™
PROJECT 25 PORTABLES**



MISSION CRITICAL DEMANDS. SAFETY FOCUSED

In an emergency, your radio is your lifeline, and can mean the difference between survival and tragedy. Accessories and batteries are critical to that lifeline as well. Every Motorola battery, charger, audio accessory, carry case and antenna is best-in-class technology, designed and optimized specifically for your APX portable.



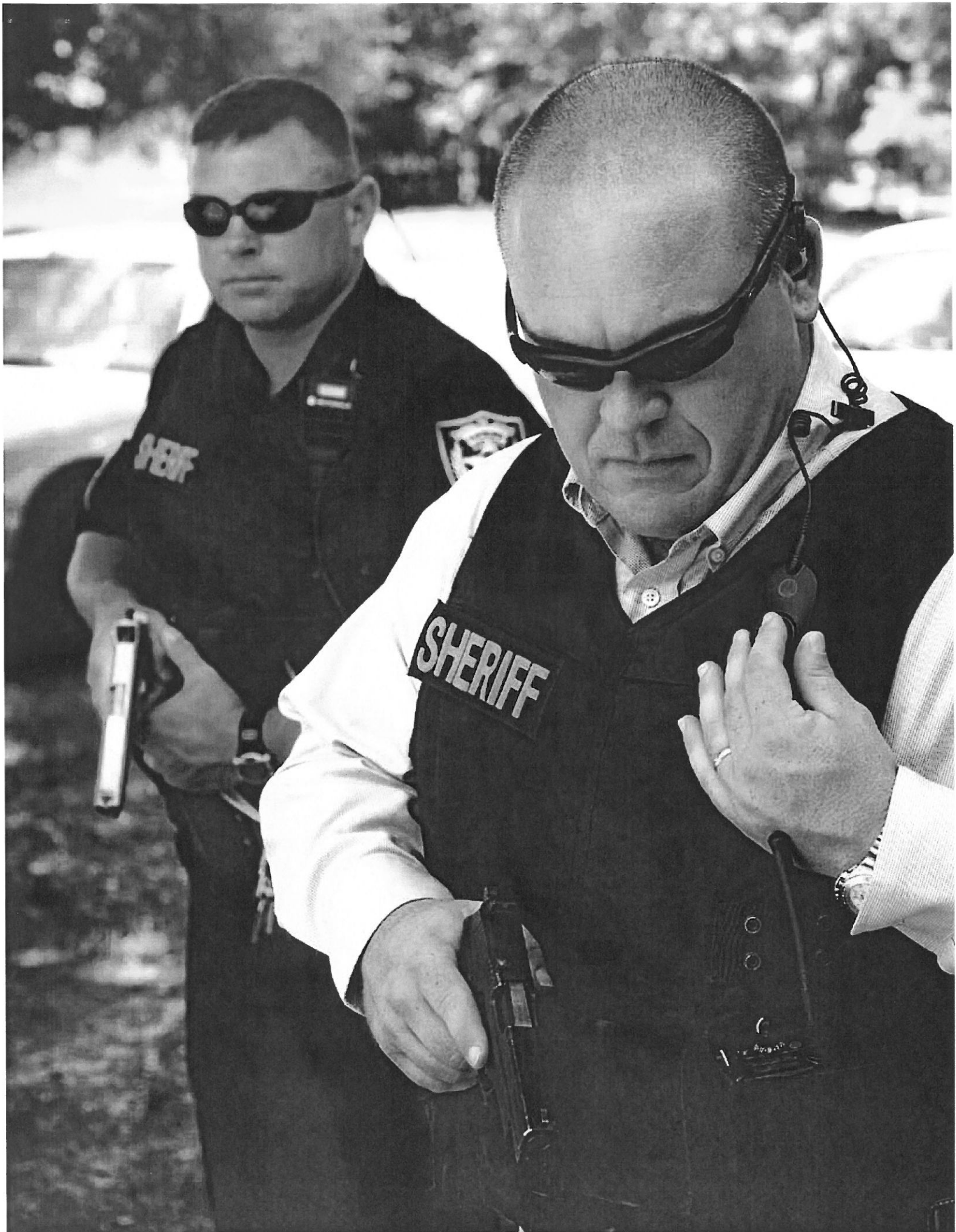
APX 7000



APX 7000XE



APX 6000



AUDIO ACCESSORIES

IMPRES DISPLAY REMOTE SPEAKER MICROPHONES (RSM)

IMPRES-enabled RSMs include a display that mirrors the radio's top display to show zone and channel information at-a-glance. Meets rugged** specifications for submersibility and includes a rugged, submersible audio jack.



HMN4104
IMPRES Display Remote Speaker Microphone with audio jack, channel selector, radio volume control, 2 programmable buttons and orange button. Windporting and Rugged*.



HMN4103
IMPRES Display Remote Speaker Microphone with audio jack, radio volume control, 2 programmable buttons and orange button. Windporting and Rugged*.



RLN6424
Receive-Only Earpiece with translucent tube and rubber eartip, IP54*



RMN5116
Receive and Transmit Boomless Temple Transducer*



3075336B17
Replacement Cord for HMN4104, HMN4103 and HMN4101



0105954U29
Replacement Clear Acoustic Tube with Rubber Eartip for RLN6424



67009254001
Replacement Rubber Eartip for RLN6424 (10 per pack)

MISC. AUDIO ADAPTERS

BDN6783
3.5 mm Audio Adapter
NNTN7869
APX Surveillance Keyload Adapter

IMPRES REMOTE SPEAKER MICROPHONES

All RSMs include a push-to-talk switch, swivel clip and quick disconnect latch. They also have been designed with a large housing for users operating with gloves or in more rugged environments.



HMN4101
IMPRES Remote Speaker Microphone with rugged, submersible audio jack, radio volume control, 2 programmable buttons and orange button. Windporting and Rugged*.



PMMN4062
IMPRES Remote Speaker Microphone with 3.5mm audio jack on the head of the microphone, orange button. Noise-Canceling, IP54*



PMMN4065
IMPRES Remote Speaker Microphone with volume switch (high/low), orange button and one programmable button, Windporting, Ruggedized*



PMMN4069
IMPRES Remote Speaker Microphone with Windporting, IP55*



RLN6075
IMPRES Remote Speaker Microphone replacement coil cord for PMMN4062, PMMN4065 and PMMN4069

APX SPEAKER MICROPHONES OFFER ENHANCED AUDIO CAPABILITIES.

These APX Remote Speaker Microphones and Public Safety Microphones have been designed to include the same speaker that is in the APX portable radio. These microphones deliver audio that is clearer, more intelligible and up to 50% louder than XTS-series RSMs.

The windporting feature dramatically lessens background noise from high winds and other severe weather conditions. The same technology prevents water from clogging the microphone port and distorting transmit audio, ensuring a user's confidence of clear communication.

When a user speaks directly into a noise canceling remote speaker microphone, the noise-canceling acoustics utilize a directional microphone that is designed to eliminate ambient noise—ideal for outdoor communication.

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** Rugged accessories and batteries exceed industry standards (IPx7) for submersibility and provide a higher level of water protection—MIL-STD-810E, Method 512.3 Immersion. These accessories and batteries meet the incremental requirement of submersion in 1 meter of fresh water that is 27C colder than the product.

AUDIO ACCESSORIES

IMPRES PUBLIC SAFETY MICROPHONE (PSM)

This IMPRES-enabled microphone is designed with an antenna to offer confidence in communication and increased coverage to Public Safety officials. All PSMs include 3.5mm audio jack, orange button and radio volume control. Antenna is sold separately.

Public Safety Microphones are available with 700/800 MHz portables only.

PMMN4061

IMPRES Public Safety Microphone (30 inch cable) Windporting, IP55*

PMMN4060

IMPRES Public Safety Microphone (24 inch cable) Windporting, IP55

PMMN4059

IMPRES Public Safety Microphone (18 inch cable) Windporting, IP55*



RSM AND PSM ACCESSORIES

Allow users to receive audio discreetly when wearing an RSM. Any of the above microphones that have a 3.5mm audio jack are compatible with the following:



AARLN4885

Receive-Only Covered Earbud with coiled cord*



RLN4941

Receive-Only Earpiece with translucent tube and rubber eartip*



WADN4190

Receive-Only Flexible Earpiece*

RECEIVE-ONLY SURVEILLANCE KITS

Simple, cost-effective solution when discreet communications is needed. Privately receive messages with the earpiece.



RLN5878

Receive-Only Earpiece, black*

RLN5879

Receive-Only Earpiece, beige*

IMPRES 2-WIRE AND 3-WIRE SURVEILLANCE KITS

Allow the user to both transmit and receive discreet communications. All kits include one programmable-button for quick and easy access to critical radio features.

2-Wire kits include one wire for receiving and one wire for the microphone.

3-Wire kits include one wire for receiving, one wire for the microphone and one wire for the push-to-talk.



RLN5880

IMPRES 2-Wire Surveillance Kit, black*

RLN5881

IMPRES 2-Wire Surveillance Kit, beige*



RLN5882

IMPRES 2-Wire Surveillance Kit with translucent tube, black*

RLN5883

IMPRES 2-Wire Surveillance Kit with translucent tube, beige*



PMLN5111

IMPRES 3-Wire Surveillance Kit with translucent tube, black*

PMLN5112

IMPRES 3-Wire Surveillance Kit with translucent tube, beige*

NOISE KITS

Provide extra comfort and noise protection for users wearing surveillance accessories. Lightweight, translucent tube attaches to the surveillance accessory to provide flexibility and comfort, while clothing clip prevents accessory from being pulled from the ear. For optimal performance, extra loud earphones are recommended for noise kits.



RLN5886

Low Noise Kit, includes 1 clear rubber eartip. For low-noise environments (does not provide hearing protection)*



RLN5887

Extreme Noise Kit, includes 2 foam earplugs. For high-noise environments (Noise Reduction = 24dB)*

IMPRES TEMPLE TRANSDUCER

This headset allows the user to receive audio without covering the ear, allowing users to have their ears open to all external sounds such as warning and fire alarms, machinery and outside traffic.



PMLN5101

IMPRES Temple Transducer with boom microphone and in-line push-to-talk button*

AUDIO ACCESSORIES

HEAVY DUTY HEADSET

Designed for rugged use in noisy environments where hearing protection is required. This dual-muff headset includes flexible noise-canceling boom microphone with a push-to-talk switch located on the earcup. This can be worn with or without a helmet.



PMLN5275
Heavy Duty Headset,
Noise Reduction = 24dB*

LIGHTWEIGHT HEADSET

Provides high-clarity, hands-free discreet two-way communication, while maintaining the comfort necessary for extended wear in moderate noise environments. This single-muff adjustable headset comes with rotating boom microphone for left or right positioning. Includes an in-line push-to-talk button.



RMN5058
Lightweight Headset, over-the-head,
single-muff with in-line push-to-talk*

MISSION CRITICAL WIRELESS EARPIECE

This earpiece is designed specifically for first responders. Seamless, streamlined and encrypted with strong 128 bit keys. This lightweight earpiece can be worn comfortably for long shifts common in public safety and performs well in loud environments.



NTN2573
Mission Critical Wireless Earpiece with
short cord (190 mm)



NTN2570
Mission Critical Wireless Earpiece with
long cord (280 mm)



NTN2572
Replacement Wireless Earpiece, long cord



NTN2575
Replacement Wireless Earpiece, short cord



NTN2574
Replacement Push-to-Talk Pod

IMPRES EAR MICROPHONE SYSTEM

Lightweight earpiece that picks up sound through bone vibration. A built-in bone conduction microphone and receiver eliminate the need for a boom microphone.



PMLN5463
IMPRES Ear Microphone System with
large, protected ring push-to-talk button
and one programmable button

ADVANCED IMPRES AUDIO ACCESSORIES

Whether it's a whisper during a covert operation in a dark alley or commanding a noisy fire scene, Motorola's exclusive IMPRES audio accessories are designed to optimize its output based on the accessory worn. A covert officer whispering into his IMPRES 3-wire surveillance microphone is heard clearly by his commanding officer. A police officer directing traffic in a windy rainstorm is heard by the dispatcher even though his microphone port has been exposed to water.

* Intrinsicly Safe: Motorola approved accessories are a critical part of the specific radio and accessory system certified by a recognized testing organization as intrinsicly safe. Non-Motorola approved accessories are not certified as part of the overall Motorola APX system. Use of non-Motorola approved accessories could result in equipment that is unapproved or unsafe in a hazardous environment.

CARRY DEVICES

UNIVERSAL CARRY HOLDER

Sturdy hard-plastic case with a belt clip designed to support APX dual-display portables. The large display remains protected by facing in on the belt. Each case supports all available APX batteries.

PMLN5331
APX 7000 Universal Carry Holder for Top Display and Dual Display
PMLN5709
APX 6000 Universal Carry Holder for Models I, II, III



NTN9179
Leather Swivel Belt Loop and D-clip (converts Universal Carry Holder to a Swivel Carry Holder)

LEATHER CARRY CASES

Constructed of top-grain leather designed to withstand the harsh conditions of public safety use. Choose a fixed or swivel belt loop solution. Swivel belt loop cases include a metal D-ring to help the case stay secure in high activity applications while allowing the radio to swing freely with body movements.

APX 7000 LEATHER CARRY CASES



PMLN5323
APX 7000 Leather Carry Case with 3" fixed belt loop for NNTN7038, PMNN4403, NNTN8092 batteries



PMLN5326
APX 7000 Leather Carry Case with 3" fixed belt loop for NNTN7033 and NNTN7034 batteries



PMLN5329
APX 7000 Leather Carry Case with 3" fixed belt loop, for NNTN7035, NNTN7036, NNTN7037 and NNTN7573 batteries



PMLN5324
APX 7000 Leather Carry Case with 2.75" swivel belt loop, D-rings for NNTN7038, PMNN4403, NNTN8092 batteries



PMLN5327
APX 7000 Leather Carry Case with 2.75" swivel belt loop for NNTN7033 and NNTN7034 batteries



PMLN5330
APX 7000 Leather Carry Case with 2.75" swivel belt loop, for NNTN7035, NNTN7036, NNTN7037 and NNTN7573 batteries

APX 7000XE LEATHER CARRY CASES



NNTN8112
APX 7000XE Leather Carry case with 3" fixed belt loop for NNTN7038, PMNN4403, NNTN8092 batteries



NNTN8114
APX 7000XE Leather Carry case with 3" fixed belt loop for NNTN7033 and NNTN7034 batteries



NNTN8116
APX 7000XE Leather Carry case with 3" fixed belt loop for NNTN7035, NNTN7036, NNTN7037 and NNTN7573 batteries



NNTN8111
APX 7000XE Leather Carry Case with 2.75" swivel belt loop for NNTN7038, PMNN4403, NNTN8092 batteries

APX 6000 LEATHER CARRY CASES



NNTN8113
APX 7000XE Leather Carry Case with 2.75" swivel belt loop for NNTN7033 and NNTN7034 Batteries



NNTN8115
APX 7000XE Leather Carry Case with 2.75" swivel belt loop for NNTN7035, NNTN7036, NNTN7037 and NNTN7573 batteries



PMLN5658
APX 6000 Leather Carry case with 3" fixed belt loop for NNTN7038, PMNN4403, NNTN8092 batteries



PMLN5660
APX 6000 Leather Carry case with 3" fixed belt loop for NNTN7033 and NNTN7034 Batteries

CARRY DEVICES



PMLN5657
APX 6000 Leather Carry Case with 2.75" swivel belt loop for NNTN7038, PMNN4403, NNTN8092 batteries



PMLN5659
APX 6000 Leather Carry Case with 2.75" swivel belt loop for NNTN7033 and NNTN7034 Batteries

LEATHER FLIP CARRY CASE

This new innovative carry case is designed to allow users to flip down the carry case to view the radio display and operate the radio keys without having to remove the radio from the belt. Users access key information while on the go and the radio remains protected in its case. This case is constructed of top-grain leather designed to withstand the harsh conditions of public safety use.



PMLN5560
APX 7000 Dual Display Portable Leather Flip Carry Case for NNTN7038, PMNN4403, NNTN8092 batteries

NYLON CARRY CASES

A cost-effective sturdy solution for users on the go. Nylon cases feature D-rings that allow the case to be attached to a carrying strap



PMLN5322
APX 7000 Nylon Carry Case with 3" fixed belt loop for NNTN7038, PMNN4403, NNTN8092 battery



PMLN5325
APX 7000 Nylon Carry Case with 3" fixed belt loop for NNTN7033 and NNTN7034 batteries



PMLN5328
APX 7000 Nylon Carry Case with 3" fixed belt loop for NNTN7035, NNTN7036, NNTN7037 and NNTN7573 batteries

BELT CLIPS



NTN8266
2.5" Plastic Belt Clip
HLN6875
3" Plastic Belt Clip



PMLN5407
2.5" Stainless Steel Swivel Belt Loop (Replacement loop for carry cases with a swivel belt loop)



PMLN5408
2.75" Stainless Steel Swivel Belt Loop (Replacement loop for carry cases with a swivel belt loop)



PMLN5409
3.0" Stainless Steel Swivel Belt Loop (Replacement loop for carry cases with a swivel belt loop)

BELTS AND STRAPS



NTN5243
Adjustable Carrying Strap



4200865599
1.75" Wide Leather Belt

ANTENNAS



SINGLE-BAND ANTENNAS
Optimum length designed for higher gain to maximize range. This rugged capless design provides maximum flexibility. Also provides built-in GPS capability.

NAF5085
700/800 MHz Whip Antenna (764-870 MHz)

PMAE4065
UHF Whip Antenna (380-520 MHz)

APX 6000 SINGLE-BAND STUBBY ANTENNAS

NAR6595
700/800 MHz Antenna (764-870 MHz)

FAF5259A
UHF Antenna (380-520 MHz)

DUAL-BAND ANTENNAS

Maximize interoperability with a dual band antenna. These whip antennas that have one-piece finish, steel core and spiral wound conductor for

optimal radiation characteristics. Also provides built-in GPS capability.

NAR6591
VHF (136-174 MHz) and 700/800 MHz (764-870 MHz) Antenna

PMAS4000
UHF (380-520 MHz) and 700/800 MHz (764-870 MHz) Antenna

PMAT4001
VHF (136-174 MHz) and UHF (380-520 MHz) Antenna

* Inherently Safe: Motorola approved accessories are a critical part of the specific radio and accessory system certified by a recognized testing organization as inherently safe. Non-Motorola approved accessories are not certified as part of the overall Motorola APX system. Use of non-Motorola approved accessories could result in equipment that is unapproved or unsafe in a hazardous environment.

ANTENNAS

GPS ANTENNA

This antenna is required when a user has a Public Safety Microphone attached to the radio and still needs GPS capability.

NAG4000
GPS Stubby Antenna



PUBLIC SAFETY MICROPHONE ANTENNA

Stubby antenna designed to attach to the Public Safety Microphone.

PMAF4002
700/800 MHz Stubby Antenna for the Public Safety Microphone



BATTERIES

IMPRES BATTERIES

Incorporate a Motorola exclusive battery to IMPRES charger communication technology that maximizes talk-time and optimizes battery cycle life—all automatically.



NNTN7038
Li-ion 2900mAh IP67



PMNN4403
Li-Ion 2150mAh, Slim, IP67



NNTN8092
Li-Ion 2300mAh, Intrinsically Safe*, Rugged**



NNTN7034
Li-ion 4200mAh IP67



NNTN7033
Li-ion 4100mAh Intrinsically safe*, IP67



NNTN7037
NiMH 2100mAh IP67



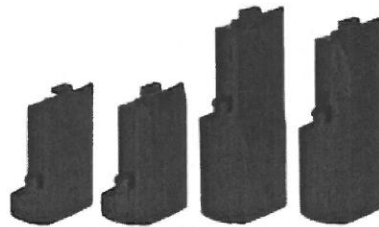
NNTN7573
NiMH 2100mAh Rugged**



NNTN7036
NiMH 2000mAh Intrinsically safe*, IP67



NNTN7035
NiMH 2000mAh Intrinsically safe*, Rugged**



THERE ARE 4 DIFFERENT SIZES OF BATTERIES IN THE APX PORTFOLIO

ADVANCED IMPRES BATTERIES AND CHARGERS

We know that when heading into the burning building or staking out a hostage situation, first responders need to be assured their batteries will last. Motorola's exclusive IMPRES smart energy system provides automatic, adaptive reconditioning, end-of-life display that maximize talk-time and optimize battery cycle life—all automatically. Batteries can be safely left on the charger without damaging the battery and batteries are kept fully charged, so you can be assured they are always ready when you head for a call.

** Rugged accessories and batteries exceed industry standards (IPx7) for submersibility and provide a higher level of water protection—MIL-STD-810E, Method 512.3 Immersion. These accessories and batteries meet the incremental requirement of submersion in 1 meter of fresh water that is 27C colder than the product.

CHARGERS

IMPRES SINGLE UNIT CHARGER

Ensures maximum talk time and optimized battery cycle life. Automatically reconditions IMPRES batteries based on actual usage, keeping them in peak condition. This is a compact, rapid rate, cost-effective charging solution. All APX radios and batteries are compatible with this charger.



NNTN7080
IMPRES Single-Unit Charger

IMPRES DUAL UNIT CHARGER

APX IMPRES Dual-Unit Chargers provide public safety personnel the convenience of a spare battery that is charged and ready to be used at all times. This dual pocket design allows simultaneous charging of primary and secondary batteries. This Next Generation IMPRES charger provides advanced features, including the ability to turn on/off reconditioning, reduced reconditioning time and improved energy efficiency. These rapid rate chargers are available with or without a display and are compatible with all APX radios and batteries.



NNTN7586
IMPRES Dual-Unit Charger



NNTN7593
IMPRES Dual-Unit Charger with Display Modules

IMPRES MULTI-UNIT CHARGER

Ensures maximum talk-time and optimized battery cycle life. Automatically reconditions IMPRES batteries based on actual usage, keeping them in peak condition. These rapid rate 6-unit chargers are available with or without a display. Display modules provide powerful analyzing information, such as current charge status and actual battery capacity in mAh. All APX radios and batteries are compatible with these chargers.



NNTN7065
IMPRES Multi-Unit Charger



NNTN7073
IMPRES Multi-Unit Charger with Display Modules

APX INSERTS FOR XTS CHARGERS

These inserts allow APX batteries to be charged the existing XTS IMPRES single unit and multi unit chargers.



NNTN7686
Insert for WPLN4108/4130 XTS Multi-Unit Charger



NNTN7687
Insert for NTN1873/WPLN4111 XTS Single-Unit Charger



RLN5382
Individual IMPRES Display Module for NNTN7065

IMPRES VEHICULAR CHARGER

The APX IMPRES vehicular charger has full IMPRES charger to battery communication capability. This ensures continuity of IMPRES battery charge data logging in a vehicular environment, so the IMPRES battery will receive adaptive, automatic reconditioning and will qualify for the 6-month capacity warranty extension.

NOTE: The IMPRES compatible vehicular charger will not recondition IMPRES batteries while in a vehicle, but it will provide an indication when reconditioning is required in an IMPRES desktop charger.



NNTN7624
IMPRES Vehicular Charger

CHARGERS

APX TRAVEL CHARGER

Its small compact design allows the radio to be used while rapid charging in the charger base. Unit includes a voltage regulated vehicular charger adapter, custom charger base, mounting bracket and coil cord.



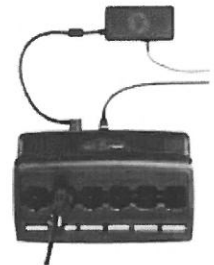
RLN6434
APX Travel Charger

IMPRES BATTERY FLEET MANAGEMENT SOFTWARE

The software application remotely downloads key IMPRES battery data through existing IMPRES chargers for more effective management of the IMPRES battery and charger fleet. These reports provide key battery and charger data such as when IMPRES batteries are nearing end of life, identifying lost batteries and ensuring IMPRES chargers are appropriately distributed and use is maximized.



NNTN7676
IMPRES Battery Fleet Management Software



NNTN7677
Multi-Unit Charger Interface Unit, attaches to an APX, XTS, MOTOTRBO and Professional Series IMPRES multi-unit charger to enable the data transfer to IMPRES Battery Fleet Management. A CIU is required for IMPRES chargers that report data to IMPRES Battery Fleet Management.



NNTN8045
Single-Unit Charger Interface Unit, attaches to an APX, MOTOTRBO and Professional Series IMPRES single-unit charger to enable the data transfer to IMPRES Battery Fleet Management. A CIU is required for IMPRES chargers that report data to the IMPRES Battery Fleet Management.

IMPRES BATTERY READER

The industry exclusive IMPRES Battery Reader provides IMPRES battery users the ability to access charging, reconditioning and key usage data that can affect overall battery performance. By keeping batteries in peak condition, talk time and cycle life are optimized, reducing battery replacement. Package includes IMPRES Battery Reader, system software, USB cord and adapter inserts for APX, MOTOTRBO and Professional Series radios.



NNTN7392
IMPRES Battery Reader

APX ONLINE. COMPLETE SPECS. 360-DEGREE VIEWS.



Go online to motorola.com/apx for more information about each of the APX Portables.

- Interactive 360-degree views of each model.
- Complete hardware specs, including Performance Characteristics, Physical Characteristics, and Radio Features.
- View complete accessory portfolio
- Downloadable product brochures and specification sheets.
- Downloadable white papers.

TECHNOLOGY THAT'S SECOND NATURE™

At the heart of every mission is the ability to communicate in an instant to coordinate response and protect lives. Today, Motorola is putting real-time information in the hands of mission critical users to provide better outcomes. Our powerful combination of next generation technologies are transforming public safety operations by strengthening the mission critical core with broadband connections, rich-media applications, collaborative devices and robust services. It's Technology That's Second Nature. To find out more, visit motorola.com/nextgen.

www.motorola.com/apx



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COMMERCIAL WARRANTY

General Information

This warranty applies within the fifty (50) United States, the District of Columbia and Canada.

**LIMITED WARRANTY
MOTOROLA COMMUNICATION PRODUCTS**

If the affected product is being purchased pursuant to a written Communications System Agreement signed by Motorola, the warranty contained in that written agreement will apply. Otherwise, the following warranty applies.

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

Motorola Solutions, Inc. or, if applicable, Motorola Canada Limited ("Motorola") warrants the Motorola manufactured radio communications product, including original equipment crystal devices and channel elements ("Product"), against material defects in material and workmanship under normal use and service for a period of One (1) Year from the date of shipment.

Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Unless made in a separate written agreement between Motorola and the original end user purchaser, Motorola does not warrant the installation, maintenance or service of the Product.

Motorola cannot be responsible in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Because each system which may use the Product is unique, Motorola disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

II. GENERAL PROVISIONS:

This warranty sets forth the full extent of Motorola's responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Motorola's option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

III. HOW TO GET WARRANTY SERVICE:

Purchaser must notify Motorola's representative or call Motorola's Customer Response Center at 1-800-247-2346 within the applicable warranty period for information regarding warranty service.

IV. WHAT THIS WARRANTY DOES NOT COVER:

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B. Defects or damage from misuse, accident, water, or neglect.
- C. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D. Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E. A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-Motorola supplied equipment) which adversely affect performance of the Product or interfere with Motorola's normal warranty inspection and testing of the Product to verify any warranty claim.
- F. Product which has had the serial number removed or made illegible.
- G. Batteries (they carry their own separate limited warranty).
- H. A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with Motorola's published specifications or with the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from Motorola.
- I. Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- J. That the software in the Product will meet the purchaser's requirements or that the operation of the software will be uninterrupted or error-free.
- K. Normal and customary wear and tear.
- L. Non-Motorola manufactured equipment unless bearing a Motorola Part Number in the form of an alpha numeric number (i.e., TDE6030B).

V. GOVERNING LAW

In the case of a Product sold in the United States and Canada, this Warranty is governed by the laws of the State of Illinois and the Province of Ontario, respectively.

VI. PATENT AND SOFTWARE PROVISIONS:

Motorola will defend, at its own expense, any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or its parts infringe a United States patent, and Motorola will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- A. that Motorola will be notified promptly in writing by such purchaser of any notice of such claim;
- B. that Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and
- C. should the Product or its parts become, or in Motorola's opinion be likely to become, the subject of a claim of infringement of a United States patent, that such purchaser will permit Motorola, at its option and expense, either to procure for such purchaser the right to continue using the Product or its parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or its parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or its parts as established by Motorola.

Motorola will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or its parts furnished hereunder with software, apparatus or devices not furnished by Motorola, nor will Motorola have any liability for the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Product. The foregoing states the entire liability of Motorola with respect to infringement of patents by the Product or any its parts thereof.

Laws in the United States and other countries preserve for Motorola certain exclusive rights for copyrighted Motorola software such as the exclusive rights to reproduce in copies and distribute copies of such Motorola software. Motorola software may be used in only the Product in which the software was originally embodied and such software in such Product may not be replaced, copied, distributed, modified in any way, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution, or reverse engineering of such Motorola software or exercise of rights in such Motorola software is permitted. No license is granted by implication, estoppel or otherwise under Motorola patent rights or copyrights.

**COMMERCIAL WARRANTY
for
NICKEL-CADMIUM BATTERUES**

General Information

COMMERCIALWARRANTY FOR NICKEL-CADMIUM BATTERIES

Nickel-Cadmium batteries sold by Motorola are warranted to be free from defects in workmanship and material for a period of twelve (12) months from the date of shipment. This express warranty is extended by Motorola Communications and Electronics, Inc., 1301 E. Algonquin Road, Schaumburg, Illinois 60196, to the original purchaser only, and only to those purchasing for purpose of leasing or solely for commercial, industrial, or governmental use.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Batteries sold for use in citizen Band or Marine products are excluded from this warranty but may carry their own separate limited warranty.

NICKEL-CADMIUM Batteries will be replaced without cost during this twelve (12) month period if:

1. the battery capacity falls below 80% of rated capacity, or
2. the battery develops leakage.

Purchaser shall be responsible for all charges incurred in returning batteries to Motorola. Motorola will be responsible for all charges incurred in shipping replacement batteries to the purchaser.

Replacement batteries are warranted only for the remaining unexpired warranty period of the original battery. This warranty becomes void if:

- a. the batteries are charged by other than Motorola approved battery chargers specified for the charging of the battery;
- b. any of the seals on the battery enclosure of cells are broken or show evidence of tampering;
- c. the battery is used in equipment or service other than the radio equipment for which it is specified.

In order to obtain performance of this warranty, purchaser must contact a Motorola salesperson or Motorola at the address first above shown, Attention: WSAPD.

This warranty applies only within the United States.

KENWOOD

WARRANTY ON LAND MOBILE RADIOS AND ACCESSORIES

Kenwood USA Corporation ("KENWOOD") warrants its Land Mobile Radios and accessories purchased from an authorized KENWOOD dealer in the United States (the "Products") as follows:

WHAT IS COVERED AND WHAT IS EXCLUDED

Except as specified below, Products will be free from defects in material and workmanship under normal use and service for the time specified below. The following are not covered by this Warranty:

1. Damage, defects, deterioration or failure resulting from:
 - A. Accident, misuse, negligence, abuse, neglect, improper handling, product modification or failure to follow instructions contained in your Owners Manual.
 - B. Improper or unauthorized testing, operation, alteration, disassembly, modification, adjustment or repairs.
 - C. Exposure to fire, water, excessive moisture, dampness, extreme changes in climate or temperature or other acts which are not the fault of KENWOOD and which the Product is not specified to tolerate.
 - D. Repair or attempted repair by anyone not authorized by KENWOOD.
 - E. Installation of parts or accessories that do not conform to the quality or specifications of the original parts or accessories.
 - F. Installation of the Product in, or removal of the Product from, the vehicle or other site of its use.
 - G. Use of a Product in conjunction with hardware or software electrically or mechanically incompatible with such Product.
 - H. Use of a Product in conjunction with accessories or ancillary equipment not supplied by KENWOOD.
 - I. Normal and customary wear and tear.
2. Damage, defects, deterioration, failure or loss occurring during shipment (claims must be presented to the carrier).
3. Any unit which is not new when sold to the first end user or upon which the serial number has been defaced, modified or removed.
4. Damage, defects, deterioration or failure of antennas unless caused directly by defects in material and workmanship.
5. Damage, defects, deterioration or failure of rechargeable batteries if any of the seals on the battery enclosure of cells are broken or show evidence of tampering or if caused by use of the batteries in equipment or service other than in conjunction with the Product for which it is specified.

USE OF THE PRODUCT WITH ACCESSORIES OR OTHER EQUIPMENT NOT SUPPLIED BY KENWOOD OR OTHERWISE NOT EXPRESSLY AUTHORIZED BY KENWOOD MAY BE DANGEROUS AND WILL VOID THE PRODUCT WARRANTY. ALL SUCH ACCESSORIES AND ANCILLARY EQUIPMENT ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. BECAUSE EACH SYSTEM THAT MAY INCORPORATE A PRODUCT IS UNIQUE, KENWOOD DISCLAIMS ANY LIABILITY OR WARRANTY COVERAGE FOR OR WITH RESPECT TO RANGE, COVERAGE OR OPERATION OF THE SYSTEM AS A WHOLE.

HOW LONG IS THE WARRANTY

This Warranty will remain in effect for two (2) years for portables, mobiles and repeaters. One (1) year for accessories including rechargeable batteries. Models TK-X140, TK-5X20, NX-210, NX-220, NX-320, NX-720 & NX-820 have a three (3) year warranty. The TK-5X10, TK-X180 and NX-X00 models purchased prior to 3/1/09 have a two (2) year warranty. The TK-5X10, TK-X180 and NX-X00 models purchased on 3/1/09 or after have a three (3) year warranty. Warranty is measured from the date of purchase by the first end user.

WHO IS PROTECTED

This Warranty is enforceable only by the first end user. Transfer or resale of a Product will automatically terminate warranty coverage with respect to that Product. This Warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product.

WHAT WE WILL DO AND HOW TO OBTAIN WARRANTY SERVICE

KENWOOD will, at its sole absolute discretion, either repair or replace a Product with a new or a rebuilt unit (which unit may include new and/or reconditioned parts) if found by KENWOOD to be defective in material and workmanship. If KENWOOD determines that it is unable to repair or replace such Product, KENWOOD shall refund the purchase price for such Product. The foregoing is subject to your returning the defective Product to an authorized KENWOOD Land Mobile dealer or authorized service center within the Warranty period, accompanied by a sales receipt or other evidence of the date of purchase. If it is necessary to ship the Product for Warranty service, you are responsible for the initial shipping charges, but KENWOOD will pay the return shipping charges if the Product is repaired or replaced under Warranty. You are responsible for any charges incurred in removing the Product from the vehicle or other site of use and for reinstallation of the repaired or replaced Product. All replaced Products or parts and Products or parts for which a refund has been given will become the property of KENWOOD.

EXCLUSION OF OTHER WARRANTIES AND DAMAGES

Unless considered unlawful or unenforceable under applicable law:

- A. THIS IS THE COMPLETE WARRANTY GIVEN BY KENWOOD AND IT IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. KENWOOD ASSUMES NO OBLIGATIONS OR LIABILITY FOR ADDITIONS OR MODIFICATIONS TO THIS WARRANTY. ALL IMPLIED WARRANTIES WITH RESPECT TO PRODUCTS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.
- B. KENWOOD'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT, AT KENWOOD'S OPTION, OF ANY DEFECTIVE PRODUCT, AND SHALL NOT INCLUDE DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOSS OF PROFITS OR SAVINGS OR ANTICIPATED PROFITS OR SAVINGS.

This Warranty is enforceable only in the United States of America and governed by the laws of the State of California.

If a problem develops during or after the Warranty Period, or if you have any questions regarding the operation of the product, you should contact your KENWOOD Authorized Dealer or Authorized Service Center. If the problem or your question is not handled to your satisfaction, please contact our Customer Relations Department at (310) 639-4200

KENWOOD USA CORPORATION
PO BOX 22745
2201 East Dominguez Street
Long Beach, CA 90801-5745 U.S.A.

KENWOOD

LIMITED WARRANTY ON SYSTEMS, SYSTEM COMPONENTS AND SERVICES

Kenwood USA Corporation ("KENWOOD") warrants its Systems and System Components, including but not limited to, repeaters, controllers, power amplifiers, power supplies, power distribution panels, combiners, receiver multi-couplers, antenna systems, reinforced antenna systems, control stations, consoles as follows:

HOW LONG IS THE WARRANTY

The Limited Warranty will remain in effect based on the following table, measured from the date of system acceptance on KENWOOD system contracts or date of invoice for standard systems and components.

PRODUCT CATEGORY	WARRANTY PERIOD
Kenwood Labeled System Components and Kenwood Integrated Complete Systems.....	2 Years
Non-Kenwood System Components.....	2 Years
Portable Handheld Radios, Mobile Radios and Land Mobile Accessories.....	See KENWOOD Land Mobile Radio Warranty
Systems Services (Including Engineering, Installation, & Programming).....	90 Days

WHO IS PROTECTED

This Warranty is enforceable only by the first end user ("Buyer").

PRODUCT WARRANTY

Except as specified below, this Warranty covers all defects in materials and workmanship in KENWOOD Systems and System Components. The following are not covered by the Warranty:

1. Damage, deterioration or failure resulting from:
 - A. Accident, misuse, abuse, neglect, product modification or failure to follow instructions contained in the Owner's and Operations Manuals.
 - B. Repair or attempted repair by anyone not authorized by KENWOOD.
 - C. Installation of parts or accessories that do not conform to the quality or specifications of the original parts or accessories.
 - D. Improper installation of the product in or improper removal of the product from any location.
 - E. Environmental conditions which adversely affect systems/product performance, including but not limited to temperature, water, excessive moisture, power surges, lightning, electro-static discharge, acts of God or other casualties which are not the fault of KENWOOD and which the Product is not specified to tolerate.
 - F. Battery leakage, water, or other elements.
 - G. Failure due to the use of a Product in conjunction with hardware or software electrically or mechanically incompatible with such Product.
 - H. Failure due to the use of a Product in conjunction with accessories or ancillary equipment not supplied by KENWOOD.
 - I. Normal and customary wear and tear.
2. Damage or loss occurring during shipment (claims must be presented to the carrier).
3. Any product, which is not new when sold to the first end user unless otherwise specified at time of sale.
4. Any product upon which the serial number has been defaced, modified or removed.

USE OF PRODUCT WITH NON-KENWOOD SUPPLIED EQUIPMENT AND ACCESSORIES

USE OF THE PRODUCT WITH ACCESSORIES OR OTHER EQUIPMENT NOT SUPPLIED BY KENWOOD OR OTHERWISE NOT EXPRESSLY AUTHORIZED BY KENWOOD MAY BE DANGEROUS AND WILL VOID THE PRODUCT WARRANTY. ALL SUCH ACCESSORIES AND ANCILLARY EQUIPMENT ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. BECAUSE EACH SYSTEM THAT MAY INCORPORATE A PRODUCT IS UNIQUE, KENWOOD DISCLAIMS ANY LIABILITY OR WARRANTY COVERAGE FOR OR WITH RESPECT TO RANGE, COVERAGE OR OPERATION OF THE SYSTEM AS A WHOLE.

WORKMANSHIP WARRANTY

KENWOOD warrants the Services performed by KENWOOD to be free from defects in workmanship for ninety (90) days from System Acceptance. KENWOOD's obligation and Buyer's remedy under this warranty for Services is limited to the correction of the defective Services. Such obligation and remedy are conditional upon the defect not being the result of mishandling, abuse, misuse, or improper maintenance by Buyer, or other causes not attributable to KENWOOD. The correction of defective Services shall be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer.

WHAT WE WILL PAY FOR AND WHAT YOU MUST PAY FOR

KENWOOD will pay all labor and material expenses for items covered by this Warranty at KENWOOD's location in Suwanee, GA. or at one of the KENWOOD Authorized Service Centers. Contact the phone numbers below to determine where your product must be shipped (it depends on the product to be repaired as to where it is sent). If it is necessary to ship the product for Warranty service, you, the Buyer, are responsible for the initial shipping charges, but we will pay the return shipping charges at ground rates if the product is repaired or replaced under Warranty. The Buyer will pay any express return shipping costs. Unless KENWOOD has installed the system under contract, you are responsible for any charges incurred in diagnosing the problem, removing the product from the rack, cabinet, vehicle, or other site of use and for reinstallation of the repaired or replaced product.

HOW TO OBTAIN WARRANTY SERVICE

Before sending any units for warranty work please call one of the phone numbers below to find out where your unit must be sent. KENWOOD in Suwanee, GA. or an authorized service center (depending on the product) must service your KENWOOD System or System Component. KENWOOD Systems customer service staff is available between 8:30 a.m. and 5:00 p.m., Monday through Friday Eastern Time. If you have difficulty in obtaining service, please write or telephone KENWOOD Systems at the address and phone numbers below.

EXCLUSION OF IMPLIED WARRANTIES AND DAMAGES

Unless considered unlawful or unenforceable under applicable law:

- A. ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO KENWOOD SYSTEMS AND SYSTEM COMPONENTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.
- B. KCC'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT, AT KCCS OPTION, OF ANY DEFECTIVE PRODUCT, AND SHALL NOT INCLUDE DAMAGES OF ANY KIND, WHETHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR OTHERWISE.

This Warranty is enforceable only in the United States of America.

Kenwood USA Corporation 3970 Johns Creek Court Ste 100, Suwanee GA. 30024 (678) 474-4700

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