



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

Request for Quotation

RFQ NUMBER
DPS0726

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

VENDOR

*C08142531 304-720-5102
 NEWTECH SYSTEMS INC
 PO BOX 310
 420 16TH ST
 DUNBAR WV 25064

SHIP TO

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

DATE PRINTED 01/30/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **02/22/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		936-73		
<p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA STATE POLICE TO PROVIDE AN UPGRADE AND MAKE ADDITIONS TO THE EXISTING CARD ACCESS SYSTEM.</p> <p>ATTACHMENTS: 1. SPECIFICATIONS 2. AFFIDAVIT</p> <p>MANDATORY PRE-BID: A MANDATORY ON-SITE PRE-BID WILL BE AT THE STATE POLICE HEADQUARTERS, 725 JEFFERSON ROAD, SOUTH CHARLESTON, WV 25309, ON FEBRUARY 14, 2007; 1:30 PM.</p> <p>ADDITION & UPGRADE TO CARD ACCESS SYSTEM W/SOFTWR.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS</p>						

\$ 17,622.91

RECEIVED
 2007 FEB 27 A 11:30
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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 25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2007	27			

BID OPENING DATE: **02/20/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(/) 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;</p> <p>OR</p> <p>() 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</p>						

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2007	21			

BID OPENING DATE: **02/22/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p>						

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 25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2007	27			

BID OPENING DATE: **02/28/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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BIDDER: *NEWTECH SYSTEMS INC.*
 DATE: *2-26-07*
 SIGNED: *Michael Bryant*
 TITLE: *Gen. Mgr.*

* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Bryant</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2007				

BID OPENING DATE: **02/22/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				JOHN ABBOTT-----		
RFQ. NO.:				DPS0726-----		
BID OPENING DATE:				02/22/2007-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DPS0726 ***** TOTAL: <u>\$47,620.91</u>						

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Request for Quotation West Virginia State Police Card Access Security System

1. Purpose

The West Virginia State Police, hereinafter referred to as WVSP, is issuing this RFQ for the provisioning and installation for an upgrade and addition to the existing Westinghouse/Schlage Card Access System and implementation of the existing Honeywell Prowatch Software for the WVSP Headquarters Building, located at 725 Jefferson Road, South Charleston, WV 25309. The system specified will be based upon the Honeywell/Nexwatch hardware and software to assure full and complete operation with as much of the existing equipment/software as possible.

2. General Specifications

The WVSP intends to install and implement an upgrade to their existing Card Access Security System, as well as to extend the capabilities of the system to include two other access points and five doors. The WVSP currently owns version 3.6.2.6696 of the Prowatch3 Professional Edition software and is currently utilizing it for Photo ID Cards. This software will be utilized with the updated Honeywell/Nexwatch system. The current access system is still operating on an older Westinghouse DOS version of software.

All wire and wiring needed to complete the upgrade will be provided and installed by WVSP and their technicians, which may be done under the direction of the winning bidder.

The winning vendor shall provide the following:

1. All necessary hardware such as screws, bolts, connectors, etc. to install the equipment listed in the Bill of Materials Section;
2. Programming of the door configurations;
3. Basic administration training for operation of the system and utilizing the system's software; and
4. Written documentation (instructions) for operation and management of the system/software.
5. All labor necessary to complete the installation and/or upgrade of the equipment listed in the Bill of Materials Section of this RFQ and/or which is necessary to fulfill the requirements of this RFQ.

The winning vendor must be Factory Certified with a minimum of three years experience in working with the Honeywell/Nexwatch/Prowatch systems and their technicians must also be factory certified with this product line and shall have a minimum of two years certified experience with this product. The winning bidder must provide written documentation of these certifications to the WVSP upon

request. The winning bidder must utilize their own technicians for all aspects necessary in completing the installation, programming and training as outlined in this RFQ. Vendor shall not utilize Third Party technicians for any work to fulfill the requirements of this RFQ.

The existing computer operating the Prowatch software, the Prowatch Software, CPU wall mounted enclosures, door hardware and non-access door contacts/cable will be reused for this project.

3. Warranty and Maintenance

Vendor shall provide complete checkout and testing of the equipment.

Vendor's bid price shall include full on-site warranty and maintenance on all software and hardware for a period of one year.

Vendor shall provide time and materials costs to include travel time charges to WVSP Headquarters for service calls after the warranty period for both normal service calls as well as emergency service calls.

Vendor will be required to maintain the systems software levels throughout the term of maintenance for the system.

Vendor shall respond to a service call from the WVSP with a call back within 30 minutes and a response to repair or replace the equipment within eight (8) business hours. Normal business hours shall be between 8 am and 5 pm Monday through Friday.

4. Special Considerations

Should manufacturers part numbers or descriptions change or be superseded by newer numbers during the bidding phase of this RFQ, substitute part numbers or descriptions will be accepted as long as adequate description of the changes are provided, and there is no significant impact on the cost of the changes to the system. If alternate part numbers are bid, vendor must provide product literature with their bid packet detailing effected equipment. A letter from the manufacturer may be requested to verify the authenticity and compatibility of the proposed changes, and WVSP will have ultimate authority to accept or reject the proposed changes. The WVSP will have the final approval or rejection of any substitutions.

5. Evaluation

Evaluation will include installation, training and post-warranty maintenance*. The vendor with the lowest Total Cost and meeting the intent of the specifications will be the apparent successful bidder.

* While maintenance is used for evaluation purposes, the State reserves the right to accept maintenance now or later.

Bill of Materials

SEE
PROPOSAL
DIRTY
ATTACHED

<u>QTY</u>	<u>Manufacturer</u>	<u>Item # / Description</u>
1	Honeywell/Nexwatch	PWPERDR32 Lic-Add, enabling support up to 64 Readers.
1	Honeywell/Nexwatch	SSAPWPE Yearly Factory Software Support Agreement
3	Honeywell/Nexwatch	PW5K1IC Series Intelligent Controllers
3	Honeywell/Nexwatch	PW5K1EN Ethernet Daughter Module
5	Honeywell/Nexwatch	PW5K2E2PS Series Power Supplies
17	Honeywell/Nexwatch	PW5K1R2 Series Dual Reader Modules
3	Honeywell/Nexwatch	PW5K2ENC1 Series High Density Enclosures
6	Honeywell/Nexwatch	PW5K1IN Input Modules, non-access door contact monitoring
10	Honeywell/Nexwatch	PW Series Daisy Chain Caples
33	Honeywell/Nexwatch	PW S-4 Reader Suppressors
33	Honeywell/Nexwatch	OP40 Readers
33	Honeywell/Nexwatch	Trim Plates
1	Honeywell/Nexwatch	EL8 Multiplexer
5	Honeywell/Nexwatch	Converter RS485/232
5	Securitron	600 lb. 24vdc M62 Mag Locks
5	Honeywell/Nexwatch	Reader Mtg Stand Offs
5	Bosch	DS150i PIR - REX
5	GE/Sentrol	Door Contacts
5	Securitron	Emerg. EE2B Exit Button w/ 30 Sec. timer
5	Securitron	Power Supplies w/ 2 4AH, 12V Batteries for Mag Locks
10	Honeywell/Nexwatch	712BNP Backup Batteries for CPU's
800	Honeywell/Nexwatch	PX-4 H Cards

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

EXCEPTION:

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Newtech Systems Inc.

Authorized Signature: Michael Bayant Date: 2-27-07



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SHIP TO

WEST VIRGINIA STATE POLICE

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

DATE PRINTED 02/15/2007	TERMS OF SALE NET 30	SHIP VIA OUR TRUCK	F.O.B. INSTALLED	FREIGHT TERMS N/A
BID OPENING DATE: 02/27/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO MODIFY THE REQUIREMENTS OF THE ORIGINAL SPECIFICATIONS. THE CHANGES ARE AS FOLLOWS:						
* TO ALLOW THE OPTION FOR BIDDERS TO PROVIDE A QUOTATION ON REPLACING ALL EQUIPMENT, HARDWARE, SOFTWARE, WIRING, AND RELATED ITEMS NECESSARY TO SECURE THE FACILITY AS STATED IN THE ORIGINAL SPECIFICATIONS. THE WV STATE POLICE RESERVES THE RIGHT TO REQUEST REFERENCES, SAMPLES, OR DEMONSTRATION OF THE ALTERNATE SYSTEM BID, FOR EVALUATION PURPOSES.						
NOTE TO ALL BIDDERS: THE ADDED CONSTRUCTION EXHIBIT ONLY APPLIES TO VENDOR'S BIDDING THE OPTION/ALTERNATE SYSTEM.						
* EXTEND THE BID OPENING DATE TO 2/27/2007; 1:30 PM						
0001	1	LS		936-73		\$47,620.91
ADDITION & UPGRADE TO CARD ACCESS SYSTEM W/SOFTWR.						
EXHIBIT 5						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Bayard</i>	TELEPHONE 766-0000	DATE 2-26-07
TITLE Gen Mgr.	FEIN 20-5736303	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **02/27/2007** BID OPENING TIME **01:30PM**

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<p>PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p>						

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BID OPENING DATE: **02/27/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DPS0726

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ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

PRIORITY

*C08142531 304-720-5102
NEWTECH SYSTEMS INC
PO BOX 310
420 16TH ST
DUNBAR WV 25064

SHIP TO

WEST VIRGINIA STATE POLICE

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

DATE PRINTED 02/15/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/27/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

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VENDOR

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NEWTECH SYSTEMS INC
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SHIP TO

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SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED 02/15/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **02/27/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NOS.:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUMS MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>[Signature]</i> SIGNATURE <i>Newtech Systems Inc.</i> COMPANY <i>2/26/07</i> DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p>						

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
 Department of Administration
 Purchasing Division
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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DPS0726

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-2544

BIDDOR

*C08142531 304-720-5102
NEWTECH SYSTEMS INC
PO BOX 310
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DUNBAR WV 25064

SHIP TO

WEST VIRGINIA STATE POLICE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/15/2007				
BID OPENING DATE: 02/27/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .. <i>Newtech Systems Inc.</i> ..</p> <p>CONTRACTORS LICENSE NO.: .. <i>WV042038</i> ..</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						

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 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/15/2007				

BID OPENING DATE: **02/27/2007** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DPS0726 ***** TOTAL:						<u>\$47,620⁹¹</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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420 16th Street
 Dunbar, WV 25064
 office: 304-766-0000
 fax: 304-766-0003
 www.newtechwv.com

To: State of WV DEPT. OF ADMINISTRATION
Attn: John Abbott, PURCHASING DIV.
 2019 Washington St. E.
 P. O. Box 50130
 Charleston,, WV 25305-0130
 USA

Quote: DWRDQ1014
Date: 02/26/07
Terms: NET 30
Sales Tax:
FOB: PRE-PAID

Phone: 558-2544

Fax:

Expires:

Project: THIS PROPOSAL IS IN RESPONSE TO THE STATE OF WV' S RFQ NUMBER DPS0726 AND THIS PROPOSAL BECOMES A PART OF THE RFQ. ATTACHED AND AS SUBMITTED FOR OUR ITEMIZED BID PACKAGE DUE ON FEB. 27, 2007 AT 1:30PM.

Qty	Manufacturer	Part Number	Description	Unit	Extended
1	Nexwatch	PWPERDR32	32 Reader License Add-on (in addition to the 32 standard readers for 64 total)	\$457.85	\$457.85
1	Nexwatch	SSAPWPE	SSA for Professional Edition System (PWPESEA, PWPESEY & PWPESEW)	\$508.73	\$508.73
3	Nexwatch	PW5K1IC	PW-5000 Intelligent Controller - 32 I/O or reader boards	\$914.94	\$2,744.82
3	Nexwatch	PW5K1EN	PW-5000 Intelligent Controller Ethernet daughter board for the PW5K1IC ONLY	\$609.45	\$1,828.35
5	Nexwatch	PW5K2E2PS	Power Supply for PW5K2ENC1 and PW5K2ENC2 high density enclosures	\$415.53	\$2,077.65
17	Nexwatch	PW5K1R2	PW Series Dual Reader Module	\$536.49	\$9,120.33
3	Nexwatch	PW5K2ENC1	PW Series High Density Enclosure (Power Supply & Battery not included)	\$210.08	\$630.24
6	Nexwatch	PW5K1IN	PW Series Input Module	\$513.66	\$3,081.96
10	Nexwatch	PW5K1DCC	PW Series Daisy Chain Cable	\$76.95	\$769.50
33	Nexwatch	S-4	Suppressor Kit	\$20.55	\$678.15
33	Nexwatch	OP40HONE	OmniProx Reader, UP TO 4" READ RANGE	\$146.21	\$4,824.93
33			TRIM PLATES	\$10.00	\$330.00
1			HONEYWELL/NEXWATCH EL8	\$0.00	\$0.00
5			HONEYWELL/NEXWATCH CONVERTER	\$0.00	\$0.00
5	Securitron	M62	Magnalock 62 - 12/24VDC	\$285.00	\$1,425.00
5			HONEYWELL/NEXWATCH STAND OFFS	\$0.00	\$0.00
5			DS150i PIR-REX	\$78.40	\$392.00
5			DOOR CONTACTS	\$14.00	\$70.00
5	Securitron	EEB2	Emergency Exit Buttonw/ 30 sec.Timer	\$97.50	\$487.50
5			P.S.	\$26.00	\$130.00
10	Nexwatch	712BNP	12 Volt 7 AMP Battery	\$12.19	\$121.90
800	Nexwatch	PX-4-H	HID Prox Card (34 Bit)	\$2.74	\$2,192.00
1			LOT INSTALLATION LABOR, SUPERVISION, PROGRAMMING, TRAINING AND POST WARRANTY MAINTENANCE * FOR ONE YEAR. (LABOR AT PREVAILING WAGE RATE)	\$15,750.00	\$15,750.00

Grand Total: \$47,620.91

TERMS: NET 30 DAYS

SINCERELY,

MIKE BRYANT

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV042038

Classification:

LOW VOLTAGE SYSTEMS

NEWTECH SYSTEMS INC
PO BOX 2378
ASHLAND, KY 41105

Date Issued

Expiration Date

FEBRUARY 25, 2007	FEBRUARY 26, 2008
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**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

Michael A. B... [Signature]
Authorized Company Signature

Michael A. Cavel [Signature]
Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RG
NEWTE-1

DATE (MM/DD/YYYY)
02/16/07

PRODUCER:

Putnam Agency
PO Box 991
Ashland KY 41105
Phone: 606-329-2200 Fax: 606-325-7787

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Newtech Systems, Inc.
P O. Box 310
Dunbar WV 25064

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: St. Paul Travelers

INSURER B: Brick Street Insurance

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CO5614B825	11/30/06	11/30/07	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000
	CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>				MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> Empl Benefits				PERSONAL & ADV INJURY \$ 1000000
GEN'L AGGREGATE LIMIT APPLIES PER:					
POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					
A	AUTOMOBILE LIABILITY	8105614B825	11/30/06	11/30/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
HIRED AUTOS					
NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	CUP5614B825	11/30/06	11/30/07	EACH OCCURRENCE \$ 2000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2000000
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC10202584-02	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HRDEINC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas C. Brown



4700 MacCorkle Ave., S.E. Charleston, West Virginia 25304

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

INFORMATION PAGE WC 00 00 01 (A)

**RENEWAL OF POLICY NUMBER: NEW
POLICY NUMBER: WC10202584-01**

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

1. INSURED: PRODUCER:

NEW TECH SYSTEMS INC
P.O. BOX 2378
ASHLAND KY 41105-2378

Insured Is a(n) CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 11/28/2006 to 01/01/2007 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

WEST VIRGINIA

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$500,000	Each Accident
Bodily Injury by Disease:	\$500,000	Policy Limit
Bodily Injury by Disease:	\$500,000	Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

See West Virginia Limited Other States Insurance Endorsement WC 99 03 05

D. This policy includes these endorsements and schedules:

SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

**DATE OF ISSUE: 12/09/2006
ISSUING OFFICE: Charleston, WV
PRODUCER:**

13794

Certificate of Completion
Presented to

Raymond Pomeroy

In recognition for successfully completing training course

ProWatch v.3 r5 PW 5000 Panels



Jonathan Ferrante

Instructor



5/27/2004

Date

13855

Certificate of Completion

Presented to

RAYMOND FRED NOLTE, II

In recognition for successfully completing training course

ProWatch v.3 r6 PW 5000 Panels



Dale Loyd

Instructor

**ADEMCO
SYSTEMS**

6/24/2004

Date



420 16th St PO Box 310
Dunbar, WV 25064
P 304-766-0000 F 304-766-0003

MAINTENANCE AND SERVICE AGREEMENT

This agreement between WV State Police (Client) and Newtech Systems Inc. (Provider) describes certain services the Provider shall furnish related to a system owned or supervised by the Client. These services will be rendered in consideration of a fee paid by the Client to the Provider.

System Location (Site):

LT. G. E. McCabe
725 Jefferson RD
South Charleston, WV 25309

System(s) Covered:

<input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Intercom
<input type="checkbox"/> Security	<input type="checkbox"/> Paging
<input type="checkbox"/> Nurse Call	<input type="checkbox"/> CCTV
<input checked="" type="checkbox"/> Access Control	<input type="checkbox"/> CATV
<input type="checkbox"/> Sound Reinforcement	
<input type="checkbox"/> Elevator Intercom	
<input type="checkbox"/> Other	

1. **Maintenance Provided and Replacement Part Procedure.** Subject to the terms set forth in this Agreement, Provider agrees to provide maintenance on the equipment listed above. Provider shall provide such service during the normal business hours between 8 am and 5 pm Monday through Friday. Normal response time will be within eight (8) business hours of a Customer request. Provider's maintenance service (a) shall include only maintenance of all current manufactured parts and labor required to repair (or replace) Equipment which has become defective through normal wear and usage, (b) is intended to keep the Equipment in, or restore the Equipment to, good working order during the term of this Agreement, and (c) does not assure against interruptions in operation of the Equipment.
2. This agreement includes periodic Preventive Maintenance (PM) of the system. There will be no additional labor or travel time charge for this PM. The PM performed during each of these visits includes:
 - a) Exterior cleaning of general dust and dirt from all head-end equipment.
 - b) Interior cleaning of the head-end equipment as needed to ensure reliable operation.
 - c) Cleaning of connectors used in the head-end assembly.
 - d) Cleaning of controls and switches used in the head-end equipment.
 - e) Cleaning of field devices (where the manufacturer specifies a cleaning method for such devices).
 - f) Testing for normal function of all head-end and user interface equipment.
 - g) Confirmation that all existing programming (if applicable) is correct.
 - h) Testing for correct signal level to/from all field devices (if applicable).
 - i) Minor repairs
 - j) A written report to the Client following completion indicating the services performed and any further repairs/replacements which the system requires for normal function.

*Testing of field devices in fire alarm systems will be performed only as part of a system inspection and certification procedure.

3. This agreement does not include emergency service of the system. Emergency service is defined as any service required between 5pm and 8am on weekdays or any time on weekends or Holidays. Emergency service will be billed at \$112.50 per hour portal to portal. Emergency service will be provided as follows:

Provider will respond within 4 hours of notification of failure. Provider will make every reasonable effort to restore the system to normal function. If required parts are not immediately available, Provider will make every reasonable effort to restore temporary function to the system by the use of temporary substitute parts or by performing other temporary repairs. If permanent repairs are not possible during the initial service call due to lack of parts availability, permanent repairs will be made as soon as parts can be obtained.

4. This agreement may include a fire alarm system inspection and certification if so noted at the top of the form. This service will be performed in accordance with current standards and procedures and documentation provided to the Client. Inspection and PM (if included in this agreement) may be performed concurrently at the discretion of the Provider. The Client is aware that testing includes repeated and/or continuous activation of audible and visual warning devices and does not require that fire alarm system testing be performed during non-normal working hours. The Client is required to have a representative knowledgeable with the systems on-site and available to the Provider at the beginning and at the end of the inspection process.
5. The Client agrees that prompt and full access to the system(s) will be granted the Provider at any time the Provider is on-site to service or maintain the system. Some portions of some systems may be contained in assemblies (such as elevators) or areas to which access is restricted to entities other than the Client or Provider. Access to these areas will not be made for PM or service unless required for repairs. These areas, or trouble-shooting and repair that requires access to these areas, are excluded from any time-sensitive portion of this agreement. It is the Clients' responsibility to ensure access to these areas for the purposes of system inspection and testing.
6. This agreement does not apply to a system or system components manufactured by companies for which the Provider is not a dealer or distributor. If so, the Client agrees that they are responsible for the procurement of service documentation, access codes and passwords, and parts as needed by the Provider to perform repairs. Such systems (or components or failures resulting from such systems or components) are excluded from any time-sensitive section of this agreement. If this section is applicable, Addendum #2 must be completed and attached.
7. The periodic fee for this agreement for one term shall be \$ 3,976.00. This fee may be billed and paid in installments. In addition to the above fee, Nexwatch (aka Card access Systems Manufacturer) requires an on going factory software maintenance agreement. At an annual cost of \$895.00 in addition to the above amount. The desired billing period is; Annually Bi-Annually X Quarterly Monthly. In the event the Client has not paid a billed fee within 30 days of the due date, the Provider may, at their sole discretion, cancel this agreement, charge the Client for any services already performed at current rates, and apply any monies received under the current agreement to these charges. Any remaining balance owed the Provider will be due and payable under current practices.
8. This agreement shall begin at 12:01 AM on / / and end at 11:59 PM on / / . The term of this agreement is 12 months and shall automatically renew upon expiration with the same term, periodic fee, and conditions unless either party cancels the agreement by notifying the other in writing within 30 days prior to the expiration date. In addition to the preceding, the Provider shall have the right on an annual basis to adjust the price of the contract by sending notice of such change at least forty-five (45) days prior to the annual renewal date.
9. In addition, on-site maintenance calls in which the Equipment was not the cause of the reported trouble, where no trouble was found or where the call was due to Customer improperly following operating instructions for the equipment, will be billed separate and apart from the obligations of this agreement. The rate charged for such service will be at the normal service rates plus travel costs.
10. The Provider warrants that they will provide parts and service to the Clients' system substantially in accordance with the terms of this agreement. If the Client believes the Provider is not providing service in accordance with this agreement while it's in force, the Provider will use its best efforts to correct any deviation from this agreement within a reasonable time after notification. The Client agrees that the foregoing constitutes the Client's sole and exclusive remedy for breach by the Provider under any warranty under this agreement. The warranty and remedy provided herein are exclusive and in lieu of all other warranties (express or implied) including but not limited to the implied warranties of merchantability, performance, and fitness for a particular purpose. The Client assumes all risk as to the suitability, quality, and performance of the system. In no event will the Provider, or its directors, officers, employees, or affiliates be liable for any consequential, incidental, indirect, special, or exemplary damages arising out of the use or existence of the system in whole or part or use of the Providers' services, even if the Provider has been advised of the possibility of such damages. The Providers' liability to the Client (if any) for actual direct damages for any cause whatsoever, and regardless of the form of the action, will be limited to, and shall not exceed, the fee for the current term of the agreement.
11. A breach by the Client of any of the terms of this agreement, in whole or part, shall be cause for the Provider, at their sole discretion, to terminate this agreement without notice and determine the value of any services based on current rates provided to the point of termination. If the value of services provided exceeds the payments received, the Client agrees this difference will be a valid debt, due and payable under the current practices of the Provider.
12. If the Client is not also the Owner of the system, the Client represents that they may lawfully enter into contracts as representatives of the Owner and have full and complete authority granted to them by the Owner over service and maintenance of the system, including, but not limited to, expenditures for maintenance, repair, and component replacement of the system. The Client, if not the Owner, also asserts that they have the authority to obligate the Owner to the terms of this contract.

13. In the event the ownership of the system changes, the Client ceases to be a representative of the system Owner (if different), or the system is taken out of service wholly and completely during the term of this agreement, the Client may terminate this agreement by notifying the Provider in writing of the change in status. The value of any services that have been provided from the inception or renewal of the agreement up to the date of notification will be calculated based on current rates for those services and any over-payment will be refunded. If, based on this recalculation, it is determined there is a balance due the Provider, this balance will be billed in accordance with current practices.

14. In this agreement, the term "Client" includes the business entity, as well as the directors, officers, employees, affiliates, and assigns of the business entity, jointly and/or separately.

15. No oral or written statement, understanding, or document other than amendments or addendums properly executed by both parties and attached to this agreement shall in any way extend, modify, or add to the foregoing agreement.

16. Exclusions. Equipment covered under this Agreement must be in good working order, satisfactory to Provider, prior to commencement of Provider's obligations hereunder. Provider shall have the right to conduct such tests as Provider desires to determine for the sole benefit of Provider whether such condition has been satisfied. Furthermore, service, maintenance or repair of Equipment under this Agreement shall not include service, maintenance or repair caused by (a) customer's negligence; (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges, or acts of God or public enemy; (c) improper wiring, installation, repair or alteration of Equipment by persons unauthorized by Provider; (d) use of any Equipment for other than the ordinary use for which such Equipment was designed or the purpose for which such Equipment was intended, or (e) failure to provide a suitable operating environment as prescribed by Provider or by an Equipment manufacturer, including, without limitation, with respect to electrical power, air conditioning and humidity control. Without limiting the preceding exclusions, specific items excluded from maintenance under this Agreement are: Existing Card Access System and existing Printer and ID Printer

Where telephone lines and service contract equipment are used in conjunction with the Equipment, Provider has no responsibility for such telephone lines or such service contract equipment. Upon request, Provider will assist the telephone company in repairing a problem at Provider's then current time and material rates. Service, maintenance, or repair resulting from configuration changes made or attempted by persons unauthorized by Provider is excluded from this Agreement. Except to the extent separately agreed in writing between Provider and Customer, (a) Provider has no system responsibility as to the use or application of the Equipment beyond the product specification, and (b) Customer assumes full responsibility for the functional adequacy of the Equipment configuration as applied in the installation and for all system analysis and system engineering work.

Client:

Provider:

Billing Name

Newtech Systems Inc.

Address

420 16th St PO Box 310

City / State / Zip

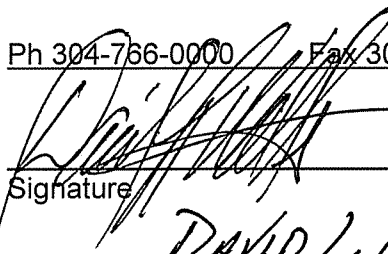
Dunbar, WV 25064

Phone

Ph 304-766-0000 Fax 304-766-0003

Signature

Date


Signature

2-26-07
Date

Print Name

DAVID L. WALLS
Print Name

The following addendums are a part of this agreement:

- Addendum #1: Preventive Maintenance or Service Agreement Equipment Description (required)
- Addendum #2: Preventive Maintenance or Service Agreement Excluded Equipment (optional)



420 16th Street
 Dunbar, WV 25064
 office: 304-766-0000
 fax: 304-766-0003
 www.newtechwv.com

To: State of WV DEPT. OF ADMINISTRATION
Attn: John Abbott, PURCHASING DIV.
 2019 Washington St. E.
 P. O. Box 50130
 Charleston,, WV 25305-0130
 USA

Quote: DWRDQ1014
Date: 02/26/07
Terms: NET 30
Sales Tax:
FOB: PRE-PAID

Phone: 558-2544

Fax:

Expires:

Project: THIS PROPOSAL IS IN RESPONSE TO THE STATE OF WV' S RFQ NUMBER DPS0726 AND THIS PROPOSAL BECOMES A PART OF THE RFQ. ATTACHED AND AS SUBMITTED FOR OUR ITEMIZED BID PACKAGE DUE ON FEB. 27, 2007 AT 1:30PM.

Qty	Manufacturer	Part Number	Description	Unit	Extended
1	Nexwatch	PWPERDR32	32 Reader License Add-on (in addition to the 32 standard readers for 64 total)	\$457.85	\$457.85
1	Nexwatch	SSAPWPE	SSA for Professional Edition System (PWPESEA, PWPESYS & PWPESW)	\$508.73	\$508.73
3	Nexwatch	PW5K1IC	PW-5000 Intelligent Controller - 32 I/O or reader boards	\$914.94	\$2,744.82
3	Nexwatch	PW5K1EN	PW-5000 Intelligent Controller Ethernet daughter board for the PW5K1IC ONLY	\$609.45	\$1,828.35
5	Nexwatch	PW5K2E2PS	Power Supply for PW5K2ENC1 and PW5K2ENC2 high density enclosures	\$415.53	\$2,077.65
17	Nexwatch	PW5K1R2	PW Series Dual Reader Module	\$536.49	\$9,120.33
3	Nexwatch	PW5K2ENC1	PW Series High Density Enclosure (Power Supply & Battery not included)	\$210.08	\$630.24
6	Nexwatch	PW5K1IN	PW Series Input Module	\$513.66	\$3,081.96
10	Nexwatch	PW5K1DCC	PW Series Daisy Chain Cable	\$76.95	\$769.50
33	Nexwatch	S-4	Suppressor Kit	\$20.55	\$678.15
33	Nexwatch	OP40HONE	OmniProx Reader, UP TO 4" READ RANGE	\$146.21	\$4,824.93
33			TRIM PLATES	\$10.00	\$330.00
1			HONEYWELL/NEXWATCH EL8	\$0.00	\$0.00
5			HONEYWELL/NEXWATCH CONVERTER	\$0.00	\$0.00
5	Securitron	M62	Magnalock 62 - 12/24VDC	\$285.00	\$1,425.00
5			HONEYWELL/NEXWATCH STAND OFFS	\$0.00	\$0.00
5			DS150i PIR-REX	\$78.40	\$392.00
5			DOOR CONTACTS	\$14.00	\$70.00
5	Securitron	EEB2	Emergency Exit Buttonw/ 30 sec.Timer	\$97.50	\$487.50
5			P.S.	\$26.00	\$130.00
10	Nexwatch	712BNP	12 Volt 7 AMP Battery	\$12.19	\$121.90
800	Nexwatch	PX-4-H	HID Prox Card (34 Bit)	\$2.74	\$2,192.00
1			LOT INSTALLATION LABOR, SUPERVISION, PROGRAMMING, TRAINING AND POST WARRANTY MAINTENANCE * FOR ONE YEAR. (LABOR AT PREVAILING WAGE RATE)	\$15,750.00	\$15,750.00

Grand Total: \$47,620.91

TERMS: NET 30 DAYS

SINCERELY
 MIKE BRYANT

12 - 15 - 2006

Rate Schedule

Labor rates :

* Regular Rates	8:00am - 5:00 pm	M - F	\$75.00 per man hour (Except for Holidays)
* Over Time Rates	5:00pm - 8:00am	M - F	\$90.00 per man hour. (Additional as required, if on site working)
* Over Time Rates	M - THRU- F & Sat.		\$112.50 per man hour * (Additional as required)
* Over Time Rates	Sundays And Holidays		\$195.00 per man hour * (Additional as required)
* Mileage			Local trip within 25 (Miles, \$.40 per mile beyond 25 miles.)

* Minimum of Four (4) hours for each Call Out, Plus Travel
Time and Mileage,



Community Trust Bank, Inc.
 Box 2947 • Pikeville, Kentucky 41502-2947

NOTICE TO CUSTOMER

The purchase of an indemnity bond will be required before any check on this bank will be replaced or returned in the event it is lost, misplaced, or stolen.

OFFICER #



1045365

FEBRUARY 23, 2007

73-269/421

PAY TO THE ORDER OF STATE OF WEST VIRGINIA

\$*****2,500.00

TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS

DOLLARS

TWO SIGNATURES REQUIRED IF GREATER THAN \$5,000.00

CASHIER'S CHECK

REMITTER NEWTECH SYSTEMS, INC.

FOR BOND BID REQ#DF0726

Alicia M. Davis
Oliver Smith

⑈ 1045365⑈ ⑆ 042102694⑆ 0000091415⑈