



One Wireless Way
Suite 100
Parkersburg, WV 26101

T 304.863.8595
F 304.863.3786
TF WV 014483
sales@millercomm.com

January 4, 2011

RFQ MMB11028 - \$195,147.19

Enclosed :

Bid Bond 5%

Addendum 1 Acknowledgement w/cost sheet

Original RFQ with detailed quote & Cost Sheet

Purchasing Affidavit

Agreement Addendum

Drug Free Workplace Conformance Affidavit

WV Contractors License WV 014483

RECEIVED

191 JAN -5 A 10: 02

LEGISLATIVE DIVISION
STATE OF WV



www.millercomm.com

BID BOND

Bond #11-00025-BID

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Miller Communications, Inc.
of Parkersburg West Virginia, as Principal, and First Sealord Surety, Inc.
of Villanova Pennsylvania, a corporation organized and existing under the laws of the State of Pennsylvania
with its principal office in the City of Villanova, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of ***See Below (\$ 9,757.50) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.
***5% not to exceed Nine Thousand Seven Hundred Fifty Seven and 50/100

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Provide and Install Access Control System with Cameras
at Mildred Mitchell-Bateman Hospital

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

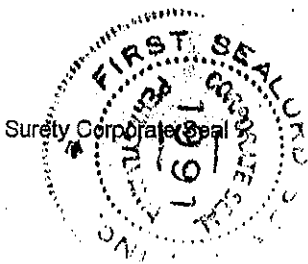
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
4th day of January, 20 11.

Principal Corporate Seal

Miller Communications, Inc.
(Name of Principal)
By Timothy T. Miller
(Must be President or Vice President)
Timothy T. Miller
President
(Title)

First Sealord Surety, Inc.
(Name of Surety)
Andy R. Waugh
Attorney-in-Fact



IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.



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
MMB11028

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Miller Communications, Inc
One Wireless Way, STE 100
Parkersburg WV 26101

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/10/2010	N30	Vendor Truck	Destination	Prepaid

ID OPENING DATE: **01/06/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. PLEASE NOTE THAT THE BID OPENING HAS BEEN MOVED FROM 12/23/2010 TO 1/6/2011 AT 1:30 PM. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: MMB11028						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1 <i>Received</i>						
NO. 2						
NO. 3						
NO. 4						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-863-8595	DATE 01-03-2011
NAME <i>Robert Wagner</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

[Handwritten Signature]

 SIGNATURE
Miller Communications, Inc

 COMPANY

January 3, 2011

 DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

REV. 09/21/2009

END OF ADDENDUM NO. 1

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LE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

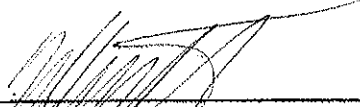
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COST SHEET FOR ACCESS CONTROL SYSTEM**MMB11028****Mildred Mitchell-Bateman Hospital, Huntington, WV**

Vendor offers completion of the specifications detailed by this RFQ for the following bid price:

EQUIPMENT	Quantity	UNIT PRICE	TOTAL AMOUNT BID
Hardware server, complete	1		12,921.10
Workstations	4	3,369.99	13,479.96
Proximity card readers	45	138.87	6,249.15
Electronic door hardware	31		60,657.89
Surveillance cameras	31		14,190.93
Magnetic door locks	31	286.65	8,886.15
Hardware for Access Card preparation	1		2,077.74
Program Interface	1		555.55
Operational Interface	1		905.55
OTHER COSTS			
Access Control System software	1	—	—
Software for preparation of access cards for staff	1		2,222.22
Installation cost of hardware and software	1		60,000.00
Battery backup	1		2,259.85
Two (2) year warranty for software, hardware, labor and parts.	2	2,055.55	4,111.10
Training cost	3	750.00	2,250.00
Access Card supplies	1000	4.38	4,380.00

GRAND TOTAL		\$195,147.19
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Submitted by Vendor on 3rd day of JANUARY, 2010.


 Vendor's Representative signature

PROJECT Mgr

 Representatives Title



State of West Virginia
 Department of Administration
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SEE DETAILED Quote Attached						
***** PLEASE NOTE: BID BOND AND DRUG-FREE WORKPLACE AFFIDAVIT ARE REQUIRED WITH THE BID SUBMISSION. ***** MANDATORY PRE-BID MEETING ON 12/6/2010 AT 11:00 AM IN THE ADMINISTRATION CONFERENCE ROOM AT MILDRED MITCHELL- BATEMAN HOSPITAL AT 1530 NORWAY AVENUE, HUNTINGTON, WV *****						
001	1	EA		936-73		
	HARDWARE SERVER, COMPLETE					
002	4	EA		936-73		
	WORKSTATIONS					
003	45	EA		936-73		
	PROXIMITY CARD READERS					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 304-863-8595	DATE 01-11-2011
TITLE PROJECT MANAGER	PEIN 55-0565238	ADDRESS CHANGES TO BE NOTED ABOVE

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Contractor #: WV14483

**One Wireless Way, Suite 100
Parkersburg, WV 26101**

**Tel: (304) 863-8000
Fax: (304) 863-3786**

To: State of West Virginia - Mildred Mitchell-Bateman Hospital
 Attn: Roberta Wagner
 Phone: (304) 558-0067
 Date: 1/3/2011

Panasonic KX-TDA50G System w/ Vmail

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1	Exacq	3208-96-1500-R4-R	ExacqVision 32 analog channel Hybrid DVR, 1TB usabl	\$ 10,811.11	\$ 10,811.11
1	Exacq	5000-40215	Server 2008 OS Option	\$ 1,444.44	\$ 1,444.44
1	NEC	EA261WM	26" WideScreen LCD Monitor, 1920x1200	\$ 665.55	\$ 665.55
Total Materials					\$ 12,921.10

Workstations

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
4	Dell	Precision T3500	Workstation, 3.2 GHZ Quad Cord Xeon, 12GB RAM, 32	\$ 2,704.44	\$ 10,817.76
4	NEC	EA261WM	26" WideScreen LCD Monitor, 1920x1200	\$ 665.55	\$ 2,662.20
Total Materials					\$ 13,479.96

Proximity Card Readers

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
45	HID	5395CK100	Proximity Reader, Thinline II	\$ 138.87	\$ 6,249.15
Total Materials					\$ 6,249.15

Electronic Door Hardware

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1	S2 Security	S2-EXT-32-RM	S2 Netbox Extreme Controller, 32 Portals	\$ 2,388.88	\$ 2,388.88
1	S2 Security	S2-NN-E4R-WM	NetBox Network Node, 4 Reader, 8 output	\$ 1,722.22	\$ 1,722.22
2	S2 Security	S2-NN-E6R-WM	NetBox Network Node, 6 Reader, 12 output	\$ 2,166.66	\$ 4,333.32
1	S2 Security	S2-NN-E8R-WM	NetBox Network Node, 8 Reader, 16 output	\$ 2,555.55	\$ 2,555.55
1	S2 Security	S2-NN-E10R-WM	NetBox Network Node, 10 Reader, 20 output	\$ 3,000.00	\$ 3,000.00
1	S2 Security	S2-NN-E14R-WM	NetBox Network Node, 14 Reader, 28 output	\$ 3,833.33	\$ 3,833.33
1	S2 Security	S2-DVR-DM	DVR Integration license for initial 4 cameras	\$ 277.77	\$ 277.77
27	S2 Security	S2-DVR-CAM	Camera integration licenses beyond initial 4	\$ 83.33	\$ 2,249.91
5	Securitron	TSB3	Touch Sense Bar	\$ 277.77	\$ 1,388.85
7	Altronix	AL1024ULM	Power Supply, 24VDC, 5 Output, Fire Alarm	\$ 433.33	\$ 3,033.31
3300	SmartWire	4461140-S	4 Element Composite Cable PVC	\$ 0.76	\$ 2,508.00
1800	SmartWire	416402-S	22-06 OAS STR PVC Blu Stp	\$ 0.17	\$ 306.00
500	SmartWire	775609-S	23-4P UNS SOL PVC C6e Blu Jkt	\$ 0.17	\$ 85.00

400	TLC	M62DL06C3EBL	Fiber, MM, 6 Strand, Loose Tube, per meter	\$ 1.55	\$ 620.00
5	FIS	F1EW12BLK	FIS Economy 12 Port Wall Mount, Black	\$ 53.33	\$ 266.65
8	FIS	F1SC6ILMBLK	FIS SC Inline Style 6 Pack, Black, MM Loaded	\$ 17.72	\$ 141.76
2	FIS	F1BLANKBLK	Blank Plate with No Holes (Unloaded) - Black	\$ 3.16	\$ 6.32
48	FIS	F13066900	FIS-SC/PC Simplex Connector, 900um Fiber-Multimode	\$ 2.55	\$ 122.40
5	Netgear	GS716TNA	16 Port Gigabit Smart Switch	\$ 258.98	\$ 1,294.90
8	Netgear	AGM731F	GBIC Module	\$ 290.47	\$ 2,323.76
1	Pelco	FR8302AMSTR	2 channel Video to Fiber Receiver	\$ 400.00	\$ 400.00
1	Pelco	FT8302AMSTR	2 channel Video to Fiber Transmitter	\$ 400.00	\$ 400.00
1	Pelco	FR8304MSTR	4 channel Video to Fiber Receiver	\$ 1,833.33	\$ 1,833.33
1	Pelco	FT8304MSTR	4 channel Video to Fiber Transmitter	\$ 1,833.33	\$ 1,833.33
2	Pelco	FR8308MSTR	8 channel Video to Fiber Receiver	\$ 2,511.11	\$ 5,022.22
2	Pelco	FT8308MSTR	8 channel Video to Fiber Transmitter	\$ 2,511.11	\$ 5,022.22
1	Pelco	FR8316MSTR	16 channel Video to Fiber Receiver	\$ 6,777.77	\$ 6,777.77
1	Pelco	FT8316MSTR	16 channel Video to Fiber Transmitter	\$ 6,777.77	\$ 6,777.77
2	Pelco	WM5004-3U	Wall mount kit for Quad units	\$ 66.66	\$ 133.32
				Total Materials	\$ 60,657.89

Surveillance Cameras

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
31	GE Security	UVD-XP3DNR-VA2	UltraView Rugged Dome WDR, 2.8mm-10.5mm AI IR c	\$ 401.11	\$ 12,434.41
5	Altronix	ALTV1224DC	Power Supply, 12VDC/24VAC, 8 Output	\$ 140.55	\$ 702.75
1	Altronix	ALTV1224DC2	Power Supply, 12VDC/24VAC, 16 Output	\$ 162.77	\$ 162.77
3300	SmartWire	659116-S	Siamese Type RG 59/U PVC with 18-02 UNS STR PVC	\$ 0.27	\$ 891.00
				Total Materials	\$ 14,190.93

Magnetic Door Locks

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
31	RCI	8310D28	Magnetic Lock w/DSS, 1500LB HoldingForce	\$ 286.65	\$ 8,886.15
				Total Materials	\$ 8,886.15

Hardware for Access Card preparation

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1	Fargo	DTC1000	Card Printer, Single-sided	\$ 1,611.11	\$ 1,611.11
5	Fargo	45000	Color Print Ribbon, 250 prints	\$ 75.55	\$ 377.75
1	Fargo	45101	Monochrome Ribbon, 1000 prints	\$ 40.00	\$ 40.00
1	Fargo	86177	Cleaning Kit	\$ 35.55	\$ 35.55
1	Fargo	47725	Cleaning Rollers	\$ 13.33	\$ 13.33
				Total Materials	\$ 2,077.74

Program Interface

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1	Exacq	EVES01	Enterprise Server Option	\$ 555.55	\$ 555.55
				Total Materials	\$ 555.55

Operational Interface

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1	ExacQ	5000-40320	Workstation Upgrade - Quad Xeon + 2GB additional RA	\$ 905.55	\$ 905.55
				Total Materials	\$ 905.55

Access Control System Software

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1	S2 Security	0	Browser Based, Embedded	\$ -	\$ -
				Total Materials	\$ -

Software for preparation of access cards for staff

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1	Assure	86414	ID Software, Exchange 2009	\$ 2,222.22	\$ 2,222.22
				Total Materials	\$ 2,222.22

Installation cost of hardware and software

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1			Installation of CCTV and Access Control System	\$ 60,000.00	\$ 60,000.00
				Installation Labor	\$ 60,000.00

Battery Backup

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1	APC	SUA2200RML3U	1850VA Battery Backup for Video Server	\$ 964.43	\$ 964.43
4	APC	BK500	500VA Battery Backup for Client PC's	\$ 125.55	\$ 502.20
34	Ultratech	IM-1270	Battery, 12V7Ah	\$ 23.33	\$ 793.22
				Total Materials	\$ 2,259.85

Two year warranty for software, hardware, labor and parts

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
2			Extended warranty per year	\$ 1,000.00	\$ 2,000.00
2	Exacq	SSA-3208-01	Hybrid 32-input servers (2U, 4U) - each additional year	\$ 555.55	\$ 1,111.10
2	S2 Security	S2-M200-SUSP	One year upgrade and Support plan for Extreme 32 port	\$ 500.00	\$ 1,000.00
				Total Materials	\$ 4,111.10

Training Cost

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
3			Training	\$ 750.00	\$ 2,250.00
				Installation Labor	\$ 2,250.00

Access Card Supplies

QTY	BRAND	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1000	HID	1386LGGMN	Proximity Card	\$ 4.38	\$ 4,380.00
				Total Materials	\$ 4,380.00

Total Labor \$ 62,250.00
Total Materials \$ 132,897.19
\$ 195,147.19

Payment terms requested: Customer to pay invoice 30 days from invoice date with approved credit.

Note: Any applicable Sales Tax is not included in Quote.

Please feel free to contact me with any questions.

Thank You,



Werner C. Knight
 Special Projects Manager
 Miller Communications, Inc.
wernerk@millercomm.com



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
004	31	EA		936-73 ELECTRONIC DOOR HARDWARE		
005	31	EA		936-73 SURVEILLANCE CAMERAS		
006	31	EA		936-73 MAGNETIC DOOR LOCKS		
007	1	EA		936-73 HARDWARE FOR ACCESS CARD PREPARATION		
008	1	EA		936-73 PROGRAM INTERFACE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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009	1	EA		936-73		
				OPERATIONAL INTERFACE		
010	1	EA		936-73		
				ACCESS CONTROL SYSTEM SOFTWARE		
011	1	EA		936-73		
				SOFTWARE FOR PREPARATION OF ACCESS CARDS FOR STAFF		
012	1	EA		936-73		
				INSTALATION COST OF HARDWARE AND SOFTWARE.		
013	1	EA		936-73		
				BATTERY BACKUP		

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014	2	EA	936-73			
TWO (2) YEAR WARRANTY FOR SOFTWARE, HARDWARE, LABOR AND PARTS.						
015	3	EA	936-73			
TRAINING COST						
016	1,000	EA	936-73			
ACCESS CARD SUPPLIES						
MILDRED MITCHELL-BATEMAN HOSPITAL IS SEEKING BIDS FOR THE PURCHASING AND INSTALLATION OF AN ACCESS CONTROL SYSTEM DESIGNED TO INCLUDE READER IN/READER OUT CAPABILITIES AT THIRTY-ONE (31) EXTERIOR DOOR (MAPS ATTACHED) AT THE FACILITY, PER THE ATTACHED SPECIFICATIONS.						
INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/7/2010. QUESTIONS MAY BE						

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<p>SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 12/6/2010 AT 11:00 AM IN THE ADM. CONF. RM AT MILDRED MITCHELL-BATEMAN. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE</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

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: 12/23/2010 BID OPENING TIME 01:30PM

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SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.

ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.

THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.
 EXHIBIT 5

WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED 11/10/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 12/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 10 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO 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 CABELL 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</p>						

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<p>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> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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STATE

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. 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>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-0067

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HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

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<p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

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Miller Communications, Inc.

HEALTH AND HUMAN RESOURCES

MILDRED MITCHELL-BATEMAN

HOSPITAL

1530 NORWAY AVENUE

HUNTINGTON, WV

25705

304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: 12/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NOS. :

- NO. 1 RECEIVED
- NO. 2
- NO. 3
- NO. 4
- NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

[Signature] SIGNATURE
 Miller Communications, Inc. COMPANY
 January 3, 2011 DATE

REV. 11/96

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY

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Miller Communications, Inc.
 One Wireless Way, STE 100
 Morganton NC 28655

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T
O

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				CONTRACTORS LICENSE		
				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.		
				WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.		
				BIDDER TO COMPLETE:		
				CONTRACTORS NAME: Miller Communications, Inc.		
				CONTRACTORS LICENSE NO.: WV014483		
				THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT		
				APPLICABLE LAW		
				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.		
				ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR		

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HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED 11/10/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>REQ. NO.:-----MMB11028-----</p> <p>BID OPENING DATE:-----12/23/2010-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

VENDOR

RFQ COPY
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 Miller Communications, Inc.
 One Wireless Way, STE 100
 Parkersburg WV 26101

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304/863-3786 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- Werner Knight ----- PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
***** THIS IS THE END OF RFQ MMB11028 ***** TOTAL:						<u>\$195,147.19</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Timothy T. Miller* TELEPHONE 304-863-8595 DATE Jan 3, 2011
 TITLE President FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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See
Addendum**COST SHEET FOR ACCESS CONTROL SYSTEM****MMB11028****Mildred Mitchell-Bateman Hospital, Huntington, WV**

Vendor offers completion of the specifications detailed by this RFQ for the following bid price:

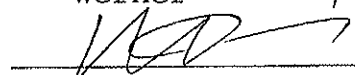
EQUIPMENT	Quantity	UNIT PRICE	TOTAL AMOUNT BID
Hardware server, complete	1		12,921.10
Workstations	4	3,369.99	13,479.96
Proximity card readers	45 31	138.87	6,249.15
Electronic door hardware	31		60,567.89
Surveillance cameras	31		14,190.93
Magnetic door locks	31	286.65	8,886.15
Hardware for Access Card preparation	1		2,077.74
Program Interface	1		555.55
Operational Interface	1		905.55
OTHER COSTS			
Access Control System software	1	- -	- -
Software for preparation of access cards for staff	1		2,222.22
Installation cost of hardware and software	1		60,000.00
Battery backup	1		2,259.85
Two (2) year warranty for software, hardware, labor and parts.	2	2,055.55	4,111.10
Training cost	3	750.00	2,250.00
Access Card supplies	1000	4.38	4,380.00

GRAND TOTAL		\$ 195,147.19
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Submitted by Vendor on 3rd day of January, 2011.

Werner

Knight


 Vendors Representative signature

Project Mgr.

Representatives Title

RFQ No. MMB11028

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Miller Communications, Inc.

Authorized Signature: *Timothy T. Miller* Date: 01-03-2011

State of West Virginia

County of Wood, to-wit:

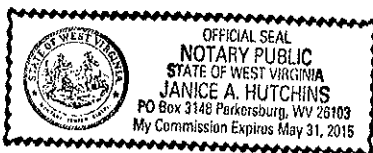
Taken, subscribed, and sworn to before me this 3rd day of JANUARY, 2011.

My Commission expires May 31, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

Janice A. Hutchins



ATTACHMENT
P.O.# mmB11028

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

Agreed

Timothy T. Miller
Signature Date

President
Title

Miller Communications, Inc.
Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Miller Communications, Inc.

Signed: Timothy T. Miller

Title: President

Date: 01-03-2011



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Wood, TO-WIT:

I, Scott O. Miller, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Miller Communications, Inc.; and,
(Company Name)
- 2. I do hereby attest that Miller Communications, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

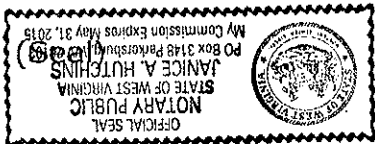
Miller Communications, Inc.
(Company Name)

By: *Scott Miller*
Scott O. Miller
Title: Safety Officer

Date: 01-03-2011

Taken, subscribed and sworn to before me this 3rd day of JANUARY, 2011

By Commission expires May 31, 2015



Janice A. Hutchins
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV014483

Classification:

ELECTRICAL
LOW VOLTAGE SYSTEMS

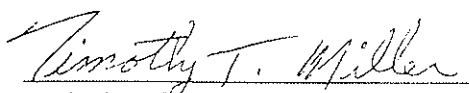
MILLER COMMUNICATIONS INC
DBA AC AUDIO VIDEO/PAGING PLUS/SIGN LAN
ONE WIRELESS WAY STE 100
PARKERSBURG, WV 26101-9544

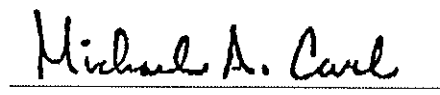
Date Issued

MAY 17, 2010

Expiration Date

MAY 17, 2011


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

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.