



Fax



For: KRISTA Ferrell

Fax number: 304-558-3970

From: Mike Marutz

Fax number: 412-921-6143

Date: 12/5/06

Regarding: DMV 70070 ADDENDUM #1 & #2

Number of pages: 2 Pages.

Comments:

I HAVE REVIEWED ADDENDUM #1 & #2
 AND MY RESPONSE HAS CHANGED ACCORDINGLY.
 PLEASE MATCH THESE ADDENDUMS UP WITH
 MY ORIGINAL RESPONSE DATED 11/22/06
 AND SENT TO YOU VIA UPS NDA
 THANK YOU.

Mike M
 Miami Systems
 800-677-3674 x18

RECEIVED
 2006 DEC -5 P 12:52
 PURCHASING DIVISION
 STATE OF WV



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
DMV70070

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

*806113232 800-677-3676
 MIAMI SYSTEMS CORPORATION
 TWO PARKWAY CENTER #121

PITTSBURGH PA 15220-3510

DIVISION OF MOTOR VEHICLES

1317 HANSFORD STREET
 CHARLESTON, WV
 25311 558-0002

VENDOR

SHIP TO

DATE PRINTED 11/27/2006	TERMS OF SALE NET 30 DAYS	SHIP VIA Best way	F.O.B. Delivered	FREIGHT TERMS Prepaid & included
BID OPENING DATE: 12/11/2006		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE. A SECOND ADDENDUM WILL BE ISSUED TO ANSWER QUESTIONS RECEIVED PRIOR TO THE 11/15/2006 DEADLINE.						
BID OPENING DATE IS EXTENDED TO: 12/11/2006						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDEDNUM NO. 1 *****						
0001	135,000	EA		055-18		
	PERMANENT HANDICAPPED			PLACARDS		See ADDENDUM # 2
0002	2,000	EA		055-18		
	TEMPORARY HANDICAPPED			PLACARDS		See ADDENDUM # 2
***** THIS IS THE END OF RFQ DMV70070 *****						TOTAL: See Addendum # 2

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael D. My...</i>	TELEPHONE 800-677-3676 x18	DATE 12/5/06
TITLE Act Executive	FEIN 310-375-990	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
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 PITTSBURGH PA 15220-3510

DIVISION OF MOTOR VEHICLES
 1317 HANSFORD STREET
 CHARLESTON, WV
 25311 558-0002

PROXY

SHEET

DATE PRINTED 11/29/2006	TERMS OF SALE Net 30 Days 12/11/2006	SHIP VIA Best way	F.O.B. Delivered	FREIGHT TERMS Prepaid & included
BID OPENING DATE:		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO ANSWER TECHNICAL QUESTIONS RECEIVED PRIOR TO THE 11/15/2006 DEADLINE. ONLY QUESTIONS CONCERNING THE ACTUAL SUBMISSION OF A VENDOR'S BID WILL CONTINUE TO BE ACCEPTED.						
BID OPENING DATE REMAINS: 12/11/2006 BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 2 *****						
0001	135,000	EA		055-18 PERMANENT HANDICAPPED PLACARDS	\$0.230 ea.	\$31,050 ⁰⁰
0002	2,000	EA		055-18 TEMPORARY HANDICAPPED PLACARDS	\$0.292 ea.	\$584 ⁰⁰
***** THIS IS THE END OF RFQ DMV70070 *****						TOTAL: \$31,634 ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE Meredith N. May	TELEPHONE 800-677-3676x18	DATE 12/5/06	
TITLE Asst. Executive	FEIN 310-375-990	ADDRESS CHANGES TO BE NOTED ABOVE	



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 Department of Administration
 Purchasing Division
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DMV70070

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Miami Systems Corporation

SHIP TO

DIVISION OF MOTOR VEHICLES

1317 HANSFORD STREET
 CHARLESTON, WV
 25311 558-0002

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/31/2006	Net 30 Days	Best way	Delivered	Pre Paid & Delivered

BID OPENING DATE: 11/28/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UoP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TECHNICAL QUESTIONS CONCERNING THIS RFQ MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA EMAIL AT KFERRELL@WVADMIN.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS NOVEMBER 15, 2006 AT 5PM. TECHNICAL QUESTIONS RECEIVED (IF ANY) WILL BE ANSWERED BY ADDENDUM. QUESTIONS CONCERNING VENDOR'S SUBMISSION OF BID MAY BE SUBMITTED AT ANY TIME AND IN ANY FORMAT.</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>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 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</p>						
N/A						
N/A						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Michael N. J...</i>	800-677-3676 x18	11/22/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
ACT EXECUTIVE	310-375 990	

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



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PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Miami Systems Corporation

SHIP TO

DIVISION OF MOTOR VEHICLES

1317 HANSFORD STREET
 CHARLESTON, WV
 25311 558-0002

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/31/2006	Net 30 days	Best way	delivered	Prepaid invoice

BID OPENING DATE: 11/28/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>BIDDER: <i>Miami Systems Corporation</i></p> <p>DATE: <i>11/22/06</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>Michael D. J.</i>	TELEPHONE: 800-677-3676 X18	DATE: 11/22/06
TITLE: <i>Alex Browne</i>	FEIN: 310-375-990	ADDRESS CHANGES TO BE NOTED ABOVE

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



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PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

Miami Systems Corporation

DIVISION OF MOTOR VEHICLES

1317 HANSFORD STREET
 CHARLESTON, WV
 25311 558-0002

VENDOR

SHIP TO

DATE PRINTED 10/31/2006	TERMS OF SALE NET 30 days	SHIP VIA Best way	F.O.B. Destination	FREIGHT TERMS Prepaid & allowed
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BID OPENING DATE: 11/28/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: 11/28/2006 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (412) 921-6143 CONTACT PERSON (PLEASE PRINT CLEARLY): Michael D. Marozz ----- -----						
0002	2,000	EA		055-18	\$0.287	\$574 ⁰⁰
TEMPORARY HANDICAPPED PLACARDS						
***** THIS IS THE END OF RFQ DMV70070 ***** TOTAL:						\$30,949 ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael D. Marozz</i>	TELEPHONE 800-677-3676 x18	DATE 11/22/06
TITLE <i>Act Executive</i>	FEIN 310-375-990	ADDRESS CHANGES TO BE NOTED ABOVE

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

PERMANENT PLACARD TO BE AS FOLLOWS:

COLORS:

BACKGROUND IS TO BE IN BLUE
ISA SYMBOL IS TO BE IN WHITE
LETTERING IS TO BE WHITE
EXPIRATION DATE IS TO BE IN BLACK
PLACARD NUMBER IS TO BE IN BLACK

NUMBERING:

SERIALLY NUMBERED ON BOTH SIDES
1 (ONE) ALPHA CHARACTER AND 6 DIGITS
WITH ALPHA CHARACTER AT THE END OF
NUMBERS (EX. 000001P).
EXPIRATION DATE TO READ JUN 12.

TEMPORARY PLACARD TO BE AS FOLLOWS:

COLORS:

BACKGROUND IS TO BE IN RED
ISA SYMBOL IS TO BE IN WHITE
LETTERING IS TO BE IN WHITE
EXPIRATION DATE IS TO BE LEFT BLANK
PLACARD NUMBER IS TO BE IN BLACK

NUMBERING:

SERIALLY NUMBERED ON BOTH SIDES.
1 (ONE) ALPHA CHARACTER AND 6 DIGITS
TO END WITH LETTER T (EX. 000001T).

THE ISA SYMBOL MUST BE 3" HIGH ON BOTH SIDES.
THE EXPIRATION DATE AND PERMIT NUMBER MUST
BE IN 1" LETTERS PRINTED ON BOTH SIDES.

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 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.

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: Michael D. Maritz Miami Systems Corporation

Authorized Signature: Michael D. Maritz Date: 11/22/06

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

1. ARBITRATION - Any references to arbitration contained in the agreement 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 or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. 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.
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. 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: _____

DMV70070

VENDOR

Company Name: Miami Systems Corporation
 Signed: Robert N. [Signature]
 Title: Account Executive
 Date: 11/22/06