



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  
 DRS070555

PAGE  
 1

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

\*709055848 304-340-4288

VENDOR

ACCESS SYSTEMS  
 4108 MACCORKLE AVENUE SE  
 CHARLESTON WV 25304

SHIP TO

DIV OF REHABILITATION SERVICES  
 WV REHABILITATION CENTER  
 ATTENTION: RECEIVING

INSTITUTE, WV  
 25112 766-4621

|                            |               |          |        |               |
|----------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br>11/27/2006 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|----------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: 12/06/2006 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE     | AMOUNT                  |
|---|----------|-----|---------|-------------|----------------|-------------------------|
| ADDENDUM NO. 1  |          |     |         |             |                |                         |
| THIS ADDENDUM IS ISSUED TO PROVIDE TO ANSWERS RAISED AT THE MANDATORY PRE-BID MEETING AND THOSE QUESTIONS RECEIVED PRIOR TO THE NOVEMBER 16, 2006 DEADLINE FOR QUESTIONS. |          |     |         |             |                |                         |
| BID OPENING DATE REMAINS: DECEMBER 6, 2006<br>BID OPENING TIME REMAINS: 1:30 PM   |          |     |         |             |                |                         |
| ***** END ADDENDUM NO. 1 *****  |          |     |         |             |                |                         |
| 0001  | 1        | LS  |         | 803-55      | PARTS<br>LABOR | 57036.95<br>126,720.00  |
|   |          |     |         |             |                | <u>183756.95</u>        |
|   |          |     |         |             | MAINT.         | 10350.00                |
| ***** THIS IS THE END OF RFQ DRS070555 *****  |          |     |         |             |                | TOTAL: <u>194106.95</u> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 340-4288 DATE: 12-6-06

TITLE: SA. ACC. MGR FEIN: 55-0684486 ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
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RFQ COPY  
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VENDOR

*ACCESS SYSTEMS  
 4108 MacCORKLE AVE SE  
 CHARLESTON, WV 25306*

SHIP TO

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 ATTENTION: RECEIVING  
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 25112 766-4621

|                                 |                  |          |        |               |
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|--|----------|-----|----------|-------------|------------|--------|
| 0001   | 1        | LS  |          | 803-55      |            |        |
| <p>ZONE PAGING SYSTEM</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF REHABILITATION SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR, MATERIALS, INSTALLATION, MAINTENANCE, PROGRAMMING, AND EMPLOYEE USE TRAINING FOR A ZONE PAGING SYSTEM AT THE WEST VIRGINIA REHABILITATION CENTER LOCATED IN INSTITUTE, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON NOVEMBER 16, 2006 AT 10:00 AM AT THE AGENCY'S LOCATION IN INSTITUTE, WEST VIRGINIA. THE MEETING WILL BE IN BUILDING A, B CONFERENCE ROOM. ALL INTERESTED BIDDERS MUST ATTEND THIS MEETING. FAILURE TO ATTEND WILL RESULT IN BID DISQUALIFICATION. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS MAY BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTIONS MAY ALSO BE SUBMITTED AT THE MANDATORY PRE-BID MEETING. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/22/2006. QUESTIONS RECEIVED PRIOR TO THE DEADLINE AND THOSE RAISED AT THE PRE-BID MEETING WILL BE ANSWERED BY ADDENDUM. QUESTIONS CONCERNING THE SUBMISSION OF</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |                           |                                   |
|-----------|---------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE<br>304-340-4288 | DATE<br>12-6-06                   |
| TITLE     | FEIN<br>55-068-4486       | ADDRESS CHANGES TO BE NOTED ABOVE |

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 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV OF REHABILITATION SERVICES  
 WV REHABILITATION CENTER  
 ATTENTION: RECEIVING  
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 25112 766-4621

|                              |               |                          |        |               |
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| <p>BIDS MAY BE ASKED AT ANY TIME AND IN ANY FORMAT.</p> <p>ALL VENDORS MUST INCLUDE ALL TRAVEL COSTS IN THEIR BID. NO SEPARATE REIMBURSEMENTS WILL BE MADE FOR TRAVEL.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. (TO BE DETERMINED AFTER PRE-BID MEETING)</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 WAG</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| <p>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> <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 PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL</p> |          |     |         |             |            |        |

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VENDOR

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|  |          |     |         |             |            |        |
| <p>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 BON 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 &amp; 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 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 ALUMINU 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</p> |          |     |         |             |            |        |

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RFQ COPY  
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DIV OF REHABILITATION SERVICES  
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|   |          |     |          |             |            |        |
| <p>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 &amp; 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> |          |     |          |             |            |        |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS   |          |     |          |             |            |        |

|           |           |                                   |
|-----------|-----------|-----------------------------------|
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|      | <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 AND THE STATE AUDITOR'S OFFICE. 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> <p>ADDENDUM NOS.:</p> <p>✓ NO. 1 ..... <i>AS</i> ..... 11-27-06</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> |     |          |             |            |        |

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| 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  
 DRS070555

PAGE  
 7

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

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DIV OF REHABILITATION SERVICES  
 WV REHABILITATION CENTER  
 ATTENTION: RECEIVING

INSTITUTE, WV  
 25112 766-4621

|                              |               |                          |        |               |
|------------------------------|---------------|--------------------------|--------|---------------|
| DATE PRINTED<br>10/26/2006   | TERMS OF SALE | SHIP VIA                 | F.O.B. | FREIGHT TERMS |
| BID OPENING DATE: 12/06/2006 |               | BID OPENING TIME 01:30PM |        |               |

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| NO. 5  |          |     |          |             |            |        |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>[Signature]</i>.....SIGNATURE<br/> <i>ACCESS SYSTEMS</i>.....COMPANY<br/> <i>12-6-06</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> <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:<br/>           CONTRACTORS NAME: <i>Access Systems</i><br/>           CONTRACTORS LICENSE NO.: <i>WV 014757</i></p> |          |     |          |             |            |        |

|   |           |                                   |
|---|-----------|-----------------------------------|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |           |                                   |
| SIGNATURE                                 | TELEPHONE | DATE                              |
| TITLE                                     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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 8

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RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

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|                                 |                  |          |        |               |
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| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <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>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES 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> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         CHARLESTON, WV 25305-0130</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
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| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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# Request for Quotation

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| RFQ NUMBER |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| KRISTA FERRELL<br>304-558-2596          |

RFQ COPY  
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VENDOR

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|------------------------------|---------------|--------------------------|--------|---------------|
| DATE PRINTED                 | TERMS OF SALE | SHIP VIA                 | F.O.B. | FREIGHT TERMS |
| 10/26/2006                   |               |                          |        |               |
| BID OPENING DATE: 12/06/2006 |               | BID OPENING TIME 01:30PM |        |               |

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <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: KF-21</p> <p>REQ. NO.: DRS070555</p> <p>BID OPENING DATE: 12/06/2006</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:<br/> <i>340-4293</i></p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:<br/> <i>DARUS SIGMON</i></p> <p>***** THIS IS THE END OF RFQ DRS070555 ***** TOTAL</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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**A F F I D A V I T**

019

**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:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**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](http://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: ACCESS SYSTEMS

Authorized Signature: [Signature] Date: 12-6-06

**AGREEMENT ADDENDUM**

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: \_\_\_\_\_

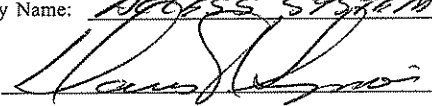
Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: ACCESS SYSTEMS

Signed: 

Title: S.R. ACCO PROD

Date: 12-6-05

# STATE OF WEST VIRGINIA VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts).

**West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**A. Application is made for 2.5% preference for the reason checked:**

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification;

or

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;

or

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification.

**B. Application is made for 2.5% preference for the reason checked:**

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid;

or

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid.

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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Tax & Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: ACCESS SYSTEMS

Signed: [Signature]

Date: 12-6-04

Title: SR. ACC. 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 of 5% preference for both "A" and "B".

ATTACHMENT A

All parts listed are Bogen PCM2000 Zone Paging System, or equivalent unless indicated otherwise.

| Quantity | Item #  | Description                                | Unit Price | Extended Price |
|----------|---------|--|------------|----------------|
| 365      | CSD2X2  | Drop-In Ceiling Tile Speaker               | 49.10      | 17921.50       |
| 8        | OCS1    | NEAR Orbit Ceiling Speaker                 | 96.50      | 772.00         |
| 13       | OPS1    | NEAR Orbit Pendent Speaker                 | 158.75     | 2063.75        |
| 8        | TBCR    | Tile Bridge                                | 10.15      | 81.20          |
| 2        | A8T     | NEAR Armadillo Speaker 64-Watts            | 226.75     | 453.50         |
| 1        | A6T     | NEAR Armadillo Speaker 32-Watts            | 153.00     | 153.00         |
| 1        | AT10A   | Speaker Line Attenuator 10-Watts           | 21.95      | 21.95          |
| 5        | SPT15A  | Reentrant Horn 15-Watts                    | 65.25      | 326.25         |
| 42       | SPT30A  | Reentrant Horn 30-Watts                    | 80.00      | 3360.00        |
| 43       | BC1     | SPT Beam Mounting Clamp                    | 4.25       | 182.75         |
| 2        | M450    | M-Class Amplifier 900-Watts                | 985.00     | 1970.00        |
| 2        | RPK86   | M-Class Rack Mounting Kit                  | 30.00      | 60.00          |
| 1        | GS250   | Gold Seal Series Amplifier 250-Watts       | 665.00     | 665.00         |
| 1        | GSRPK   | GS Rack Mounting Kit                       | 19.90      | 19.90          |
| 1        | V35     | Power Vector Amplifier 35-Watts            | 268.50     | 268.50         |
| 1        | TBL1S   | Transformer Balanced Input Module          | 45.00      | 45.00          |
| 1        | ANS1R   | Ambient Noise Sensor Output Module         | 150.50     | 150.50         |
| 1        | RPK87   | Power Vector Rack Mounting Kit             | 24.00      | 24.00          |
| 3        | ANS500M | ANS1R Microphone Module                    | 22.50      | 67.50          |
| 8        | TPU15A  | Telephone Paging Amplifier 15-Watts        | 178.75     | 1430.00        |
| 2        | TPU100B | Telephone Paging Amplifier 100-Watts       | 391.50     | 783.00         |
| 1        | TPU250B | Telephone Paging Amplifier 250-Watts       | 725.00     | 725.00         |
| 3        | TPU60B  | Telephone Paging Amplifier 60-Watts        | 356.00     | 1068.00        |
| 11       | TPU35B  | Telephone Paging Amplifier 35-Watts        | 292.00     | 3212.00        |
| 1        | DFT120  | Digital Feedback Terminator                | 700.00     | 700.00         |
| 18       | RPK82   | TPU100B & 35B Rack Mounting Kit            | 23.00      | 414.00         |
| 1        | PCMTIM  | PCM2000 Telephone Interface Module         | 123.00     | 123.00         |
| 4        | PCMCPU  | PCM2000 Central Processing Module          | 99.95      | 399.80         |
| 4        | PCMPS2  | PCM2000 Power Supply                       | 26.00      | 104.00         |
| 11       | PCMZPM  | PCM2000 Zone Page Module                   | 85.50      | 940.50         |
| 3        | RPK84   | PCM2000 Rack Mounting Kit                  | 22.50      | 67.50          |
| 2        | AFI-205 | Apogee Contactor Series Loudspeaker System | 682.00     | 1364.00        |
| 2        | AF14M   | Apogee Contactor Series Loudspeaker System | 920.50     | 1841.00        |
| 2        | AF18    | Apogee Contactor Series Loudspeaker        | 1220.50    | 2441.00        |



|                    |                      | System   |         |           |
|--------------------|----------------------|--|---------|-----------|
| 1                  | CA2000               | Apogee Amplifier 250 – Watts   | 745.00  | 745.00    |
| 2                  | CA4000               | Apogee Amplifier 590 – Watts   | 1125.00 | 2250.00   |
| 2                  | CDC5                 | CDC Player   | 327.50  | 655.00    |
| 3                  | HDU250               | Microphones  | 92.50   | 277.50    |
| 1                  | CAM8 Pro             | 8 Input Mixer  | 543.00  | 543.00    |
| 2                  | VMIX                 | Mixer/Pre-Amplifier  | 258.50  | 517.00    |
| 14                 | MIC1S                | Microphone Transformer-Balanced                                      | 59.50   | 833.00    |
| 2                  | MAX1R                | Mono Auxiliary   | 40.50   | 81.00     |
| 3                  | MAC                  | Microphone XLR Cable   | 22.50   | 67.50     |
| 1                  | SF4                  | Microphone Floor Stand   | 28.00   | 28.00     |
| 1                  | TG4C                 | Tone Generator (Reg. 12V-48V DC Power Supply, 30MA)                  | 103.75  | 103.75    |
| 1                  | LUMDMU               | Avaya, or equal, multiple digital message unit                       | 2115.00 | 2115.00   |
| 1                  | RPKUT11              | UT11 Rack Mounting Kit   | 29.75   | 29.75     |
| 1                  | UT11                 | Universal Telephone Interface  | 152.50  | 152.50    |
| 15,000<br>ft. est. | 6300FE               | Cable – Beldon, or equal, must be plenum rated                       | 147.75  | 2216.75   |
| 5,000 ft.<br>est.  |                      | Conduit, i.e. EMT ½ " – must use compression fittings.               | 21.00   | 1050.00   |
| 2                  | AF18 Yoke            |  | 171.50  | 355.00    |
| 1                  | 55053703             | Rack, Chatsworth, or equal   | 126.50  | 126.50    |
| 1                  | GS35                 |  | 302.50  | 302.50    |
| 2                  | AF14 Yoke            |  | 185.00  | 370.00    |
|                    |                      | TOTAL FOR PARTS  |         | 57036.95  |
|                    |                      | Labor, inclusive of installation, programming and employee training. |         | 126720.00 |
|                    | First year           | Maintenance/Warranty   |         | - 0 -     |
|                    | 2 <sup>nd</sup> year | Maintenance/Warranty   |         | 1500.00   |
|                    | 3 <sup>rd</sup> year | Maintenance/Warranty   |         | 2850.00   |
|                    | 4 <sup>th</sup> year | Maintenance/Warranty   |         | 3000.00   |
|                    | 5 <sup>th</sup> year | Maintenance/Warranty   |         | 3000.00   |
|                    |                      | GRAND TOTAL FOR EVALUATION   |         | 194106.95 |

Pricing shall be all-inclusive. No separate reimbursement will be made to the vendor for travel, shipping, or any other expense.



ERIE INSURANCE GROUP

ERIE INSURANCE PROPERTY & CASUALTY COMPANY
ERIE, PA 16530
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

Timothy A. Maddox and Pamela Y. Lemon

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00).

And to bind the ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of the ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by unanimous consent of the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 10th day of April, 1996 and said Resolution has not been amended or repealed:

"Resolved, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) To remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

Resolved, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contract of indemnity and other writings obligatory in the nature thereof."

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the unanimous consent of the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and said Resolution has not been amended or repealed:

"Resolved, that the signature of Stephen A. Milne, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of J. R. Van Gorder, as Secretary of the Company, and the Seal of the Company may also be affixed by the following facsimiles to any certificate of any such Limited Power of Attorney and only under such circumstances, shall said facsimiles be valid and binding on the Company."

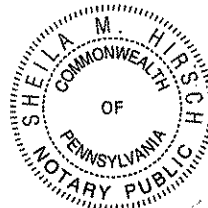
IN WITNESS WHEREOF, the ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 12th day of June, 2000.



Signature of Stephen A. Milne, President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

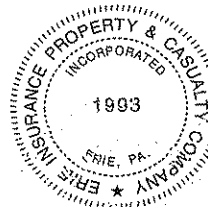
On this 12th day of June, A.D. 2000, before me personally came Stephen A. Milne, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Signature of Sheila M. Hirsch, Notary Public, My commission expires June 27, 2004

CERTIFICATE

I, J. R. Van Gorder, as Secretary of the ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.



Signature of J. R. Van Gorder, Secretary

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,

this day of 20

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Acass Documents Systems Inc  
of Charleston, West Virginia, as Principal, and  
of Erie, Pennsylvania, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of "5% of bid" (\$ 194,166.95 ) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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  
pregging/cabling

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  
10th day of December, 2006.

Principal Corporate Seal

JANE JONES  
(Name of Principal)  
By Jane C. Jones  
(Must be President or Vice President)  
Vice President  
(Title)

Surety Corporate Seal

Erie Insurance  
(Name of Surety)

Lisa Samples White  
Resident Principal West Virginia Agent

[Signature]  
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.

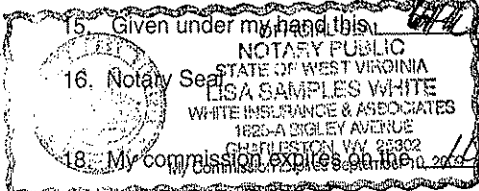
ACKNOWLEDGEMENTS

Acknowledgement by Principal if individual or Partnership

- 1. STATE OF
2. County of
3. I,
4. county and state aforesaid, do hereby certify that
5. Given under my hand this
6. Notary Seal
7. (Notary Public)
8. My commission expires on the

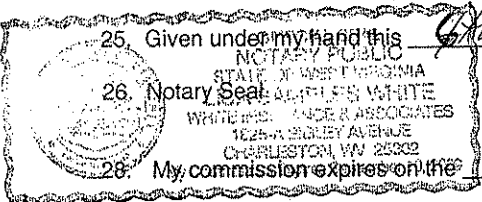
Acknowledgement by Principal if Corporation

- 9. STATE OF West Virginia
10. County of Kanawha
11. I, Lisa Samples White
12. county and state aforesaid, do hereby certify that Robert R Jones
13. who as, President Secretary / Treasurer
14. Access Document Systems Corporation
15. Given under my hand this
16. Notary Seal
17. Lisa Samples White (Notary Public)
18. My commission expires on the



Acknowledgement by Surety

- 19. STATE OF West Virginia
20. County of Kanawha
21. I, Lisa Samples White
22. county and state aforesaid, do hereby certify that Timothy Maddox
23. who as, Agent
24. Eric Insurance
25. Given under my hand this
26. Notary Seal
27. Lisa Samples White (Notary Public)
28. My commission expires on the



Sufficiency in Form and Manner Of Execution Approved

Attorney General

This day of 20

By (Assistant Attorney General)