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

Request for Quotation

RFONUMBER WSH10002 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

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

HEALTH AND HUMAN RESOURCES
WILLIAM R SHARPE JR HOSPITAL
CENTRAL RECEIVING
1 936 SHARPE HOSPITAL ROAD

WESTON, WV 304-269-1210

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DUNBAR WV

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304-720-5102 NEWTECH SYSTEMS INC

HEALTH AND HUMAN RESOURCES WILLIAM R. SHARPE JR. HOSPITAL CENTRAL RECEIVING

936 SHARPE HOSPITAL ROAD T

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26452

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WILLIAM R. SHARPE JR. HOSPITAL

ROBERTA WAGNER 304-558-0067

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304-720-5102 INC HEALTH AND HUMAN RESOURCES

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WV-96 Rev 10/07

AGREEMENT ADDENDUM

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

- 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 FAXES 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.
- 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
- 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.
- 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.
- 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.
- 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.
- 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 | VENDOR |
|------------------------|--------------------------------------|
| Spending Unit: | Company Name: NewTech Systems, Inc. |
| Signed: | Signed: Wichni H.Br. Seneral Manager |
| Title: | Title: |
| Date: | Date: 8/20/09 |

ATTACHMENT PO# WSH10002

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

| Agreed Miscal | * | |
|-----------------------|-----------------|----------|
| Signature Date | Signature | Date |
| General Manager | | |
| Title | Title | <u>·</u> |
| NewTech Systems, Inc. | | |
| Company Name | Agency/Division | |

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/ noticeConfidentiality.pdf.

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

| Vendor's Name: NewTech Systems, Inc. | |
|---|----------------------|
| 14/1.11/1/2 | Date: 8/20/09 |
| Authorized Signature: Wieled Board | Date. <u>0720703</u> |
| Purchaeing Affidavit (Revised 01/01/09) | |

Rev 09/08

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

| D,,,,,,,,, | | |
|--|---|--|
| 1. | Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, | |
| | Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents | |
| | and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or, | |
| 2./ | Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or, | |
| 3. | Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or, | |
| 4. | Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or, | |
| 5. | Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or, | |
| 6. | Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years. | |
| Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order. | | |
| By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential. | | |
| Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately. | | |
| Bidde | n: NewTech Systems, Inc. Signed: | |
| Date: | 8/20/09 Title: General Manager | |

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive



PO Box 2378 1744 Winchester Avenue Ashland, KY 41105-2378

Document ID: DCHTQ1045

Terms: NET 30

Expires: 60 Days

Date: 08/18/09

Sales Tax: NOT INCLUDED

FOB: INCLUDED

office: 606-325-0306

fax: 606-325-0308

To: DEPARTMENT OF ADMINISTRATION

Attn: PURCHASING DIVISION

BUILDING 15

2019 WASHINGTON STREET, EAST

CHARLESTON, WV 25305-0130 **Phone:** 304-558-0067 **Fax:** 304-558-4115

Project: ACCESS CONTROL SECURITY SYSTEM

WILLIAM R. SHARPE, JR. HOSPITAL

RFQ #WSH10002 BUYER: RW/File 22

BID DATE: 20 August 2009

TIME: 1:30pm

Thank you for the opportunity to provide you with our Bid Proposal for the Access Control System as

specified within RFQ #WSH10002 and Addendums 1, 2 & 3 for the WILLIAM R. SHARPE, JR.

HOSPITAL Project located in Weston, WV

Price includes interconnect with Fire Alarm System.

| Qty | Manufacturer | Part Number | Description |
|-----|-----------------|--------------|---|
| | | | |
| | | | ACCESS CONTROL HEAD-END & MATERIALS |
| 1 | Honeywell | Sys Software | Access Control System Software |
| 1 | NTS | PC | Access Control System PC & Monitor |
| 650 | Honeywell | PX-4-H | HID Prox Card (34 Bit) |
| 5 | Windy City Wire | WCW | Access Control Wire - Plenum |
| 1 | Wesco | CAT5 | CAT5 Cable |
| 1 | NTS | MM | Misc Materials |
| 1 | NTS | Install | Installation and Programming |
| | | | CONTROLLER #1 (5 SGL. DOORS/2 DBL. DOORS) |
| 1 | Honeywell | PW3KROP40 | (1) PW3K1IC Intelligent Controller |
| | | | (1) PW5K1R2 Dual Reader Module |
| | | | (1) PW5K2ENC1 High Density Enclosure |
| | | | (1) PW5K2E2PS Power Supply |
| | | | (1) PW5K1DCC Daisy Chain Cable |
| | | | (2) S-4 Suppressors, (2) OP40 Proximity Readers |
| 1 | Honeywell | PW3K1EN | PW-3000 Intelligent Controller Ethernet Daughter Board For PW3K1IC or for use as a second |
| | | | IP Channel with PW6K1IC |
| 6 | Honeywell | PWOP40 | (1) PW5K1R2, (2) S-4 Suppressors, (2) OP40 Readers |
| 9 | RCI | DE8310 | Delayed egress electromagnetic lock with external sounder; Reset & override keyswitch; |
| | | | BC1M-15 second building code sign; External sounder |
| 9 | GE Security | 1076C-N | Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, SPDT, White, 3/8" Gap Size |
| J | • | | Single Pole-Double Throw |
| 1 | Keri Systems | KPS-11 | Power Supply - 12VDC, 10 Amp, Battery Ready |
| 2 | POWER-SONI | PS1290 | 12 VOLT 9 AMP BATTERY |
| _ | C | | |

| Qty | Manufacturer | Part Number | Description |
|----------------|--------------|-------------|---|
| \ , | - | | CONTROLLER #2 (8 DBL. DOORS) |
| 1 | Honeywell | PW3KROP40 | (1) PW3K1IC Intelligent Controller |
| | • | | (1) PW5K1R2 Dual Reader Module |
| | | | (1) PW5K2ENC1 High Density Enclosure |
| | | | (1) PW5K2E2PS Power Supply |
| | | | (1) PW5K1DCC Daisy Chain Cable |
| | | | (2) S-4 Suppressors, (2) OP40 Proximity Readers |
| 1 | Honeywell | PW3K1EN | PW-3000 Intelligent Controller Ethernet Daughter Board For PW3K1IC or for use as a second |
| | | | IP Channel with PW6K1IC. |
| 7 | Honeywell | PWOP40 | (1) PW5K1R2, (2) S-4 Suppressors, (2) OP40 Readers |
| 16 | RCI | DE8310 | Delayed egress electromagnetic lock with external sounder; Reset & override keyswitch; |
| | | 40700.11 | BC1M-15 second building code sign; External sounder |
| 16 | GE Security | 1076C-N | Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, SPDT, White, 3/8" Gap Size |
| | V. 10 | 1/00 44 | Single Pole-Double Throw |
| 1 | Keri Systems | KPS-11 | Power Supply - 12VDC, 10 Amp, Battery Ready 12 VOLT 9 AMP BATTERY |
| 2 | | PS1290 | 12 VOLT 9 AIMP BATTERY |
| | С | | |
| | | | CONTROLLER #3 (4 SGL. DOORS/2 DBL. DOORS) |
| 1 | Honeywell | PW3KROP40 | (1) PW3K1IC Intelligent Controller |
| | , | | (1) PW5K1R2 Dual Reader Module |
| | | | (1) PW5K2ENC1 High Density Enclosure |
| | | | (1) PW5K2E2PS Power Supply |
| | | | (1) PW5K1DCC Daisy Chain Cable |
| | | | (2) S-4 Suppressors, (2) OP40 Proximity Readers |
| 1 | Honeywell | PW3K1EN | PW-3000 Intelligent Controller Ethernet Daughter Board For PW3K1IC or for use as a second |
| | | | IP Channel with PW6K1IC |
| 5 | Honeywell | PWOP40 | (1) PW5K1R2, (2) S-4 Suppressors, (2) OP40 Readers |
| 16 | RCI | DE8310 | Delayed egress electromagnetic lock with external sounder; Reset & override keyswitch; |
| | | | BC1M-15 second building code sign; External sounder |
| 16 | GE Security | 1076C-N | Recessed Steel Door Contact w/Wire Leads, 3/4" Diameter, SPDT, White, 3/8" Gap Size |
| | | KB0 44 | Single Pole-Double Throw |
| 1 | Keri Systems | KPS-11 | Power Supply - 12VDC, 10 Amp, Battery Ready |
| 2 | POWER-SONI | PS1290 | 12 VOLT 9 AMP BATTERY |
| | С | | |

Sales tax not included, please provide tax exemption certificate if applicable. This price does not include shipping charges, building permits, licenses or fees. No retainage to be held on all project invoice

\$82,300.00

Grand Total:

Sincerely,

Duane Trippet