100 ALLEGHENY DRIVE, SUITE 202
WARRENDALE PA 15086
724.779.8694 (T) 724.779.7260 (F)
WWW.IPLOGIC.COM

# VIDEO CONFERENCING UNITS RFQ- ABC132

## **PROPOSAL**

Presented to:

### **WEST VIRGINIA**

### ALCOHOL BEVERAGE CONTROL COMMISSION

Prepared By:



Charles Shanahan 724.779.8694

RECEIVED

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PURCHASING DIVISION STATE OF WV

Shelly Murray / File 31 ABC132 8/14/2008

#### CONFIDENTIALITY

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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

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SHIP VIA

RFQ NUMBER ABC132 1

FREIGHT TERMS

ADDRESS:CORRESPONDENCERIO/ARRENTION OR SHELLY MURRAY 304-558-8801

RFQ COPY TYPE NAME/ADDRESS HERE

100 Allegheny Drive Suite #202 Warrendale, PA 15086 ALCOHOL BEVERAGE CONTROL COMMISSION VARIOUS LOCALES AS INDICATED BY ORDER

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DATE PRINTED TERMS OF SALE 07/03/2008 01:30PM OPENING TIME BID OPENING DATE: 08/14/2008 UNITPRICE AMOUNT ITEM NUMBER LINE QUANTITY UOP THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WV ALCOHOL BEVERAGE CONTROL ADMINISTRATION, IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE AND INSTALL A VIDEOCONFERENCING SYSTEM. ATTACHMENTS: SPECIFICATIONS PURCHASING AFFIDAVIT BID BOND PREPARATION INSTRUCTION/BID BOND INQUIRES: Written Questions shall be accepted through close of BUSINESS ON 7/23/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ADDRESS INQUIRES TO: ARE PREFERRED. SHELLY MURRAY DEPARTMENT OF ADMINISTRATION FURCHASING DIVISION 2019 WASHINGTTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SHELLY.L.MURRAY@WV.GOV 0001 LS 725-55-01-001 TELEPHONE OR VIDEO CONFERENCE EQUIPMENT SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 724 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.
- 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.
- Payment may only be made after the delivery and acceptance of goods or services.
- 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 may be deemed null and void, and terminated without further order.
- 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.
- 15. West Virginia Alcohol & Drug-Free Workplace Act: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

#### **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.
- 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



100 Allegheny Drive Suite #202 Warrendale, PA 15086



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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

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REO NUMBER ... ABC132 2

SHELLY MURRAY 304-558-8801

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100 Allegheny Drive Suite #202 Warrendale, PA 15086 ALCOHOL BEVERAGE CONTROL COMMISSION VARIOUS LOCALES AS INDICATED BY ORDER

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2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

#### Request for Quotation

REQ NUMBER ABC132 3

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ALCOHOL BEVERAGE CONTROL COMMISSION VARIOUS LOCALES AS INDICATED BY ORDER

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State of West Virginia
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Purchasing Division
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#### Request for Quotation

REQ NUMBER ABC132 PAGE ... **\..4** 

SHELLY MURRAY

ADDRESS:CORRESPONDENCE TO A HENTION OF SECOND 304-558-8801

RFQ COPY TYPE NAME/ADDRESS HERE 100 Allegheny Drive Suite #202

Warrendale, PA 15086

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ALCOHOL BEVERAGE CONTROL COMMISSION VARIOUS LOCALES AS INDICATED BY ORDER

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ABC132

PAGE 5

ADDRESS CORRESPONDENCE TO ATTENTION OF SHELLY MURRAY 304-558-8801

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ALCOHOL BEVERAGE CONTROL COMMISSION VARIOUS LOCALES AS INDICATED BY ORDER

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State of West Virginia
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Post Office Box 50130
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#### Request for Quotation

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SHELLY MURRAY
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SHELLY MURRAY
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|                             | REV. 11/96  |   |  |   |   |
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|                             |   | R CONTRACT  | WILL BE REQUIRED<br>ORS LICENSE PRIC<br>ACT  |   | 7                                       |
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|                             | AND REGULATI  | ONS, AND T  | E CODE, PURCHASI<br>HE INFORMATION P<br>TION" ISSUED BY<br>UTHORITY GOVERNI                                  | ROVIDED IN THE PURCHASING   | 3                                       |
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| SIGNATORE                   | - Lila  |   |  | le a re-  | 8-12-08                                 |
| TORE DELLARGE               |   |   | 1/24   | 779-8672  |   |

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



>#200E

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

## Request for Quotation

ABC132

PAGE 8

FREIGHTTERMS

SHELLY MURRAY
304-558-8801

RFQ COPY TYPE NAME/ADDRESS HERE

DATE PRINTED TERMS OF SALE

logic
100 Allegheny Drive,
Suite #202
Warrendale, PA 15086

8H-R 7

SHIP VIA

ALCOHOL BEVERAGE CONTROL COMMISSION VARIOUS LOCALES AS INDICATED BY ORDER

F.O.B.

| 07/03/                |                               | 2008   | BID  | OPENING TIME O                       | I:30PM              |
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|                       | SEALED BID                    | ANALES SERVICE |  |                                      |                     |
|                       | BUYER:                        |  | SHELLY MURRAY  | / FILE 31                            |                     |
|                       | REQ. NO.:                     |  | ABC132   |                                      |                     |
|                       | BID OPENING                   | DATE:  | 08/14/2008   | }<br>-                               |                     |
| SIGNATURE<br>Lewren C | Jalu-                         | SEERI  | EVERSE SIDE FOR TERMS AND CO   | NDITIONS  779 8672 DATE              | 8-12-08             |
| Die for Six           |                               | 2/22 G - 2   | 68-8205  |                                      | S TO BE NOTED ABOVE |



MOORM

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

### Request for Quotation

8 H -P ∓ O

ABC132

١, 9

ADDRESS:CORRESPONDENCE TO ATTIENTION:OF SHELLY MURRAY 304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

100 Allegheny Drive Suite #202 Warrendale, PA 15086 ALCOHOL BEVERAGE CONTROL COMMISSION VARIOUS LOCALES AS INDICATED BY ORDER

| 07/03/200 BID OPENING DATE: | 8  <br>     | 2008                     | BID   | OPENING TIME O  | 1:30PM                             |
|-----------------------------|-------------|--------------------------|---|-----------------|------------------------------------|
| LINE                        | QUANTITY    | UOP CAT.                 | ITEM NUMBER                                   | UNIT PRICE      | AMOUNT                             |
| PLE                         | CONTACT Y   | DE A FAX N<br>OU REGARDI | 1:30 PM  UMBER IN CASE IT  NG YOUR BID:  7260 | IS NECESSARY    |                                    |
|                             | יי באדאכייי | ture disore.             | Shana he                                      |                 |                                    |
| ***                         | *** THIS    | IS THE EN                | D OF RFQ ABC                                  | 132 ***** TOTAL | \$ 92,084.9                        |
|                             |             |                          |   |                 |                                    |
|                             |             |                          |   |                 |                                    |
| SIGNATURE CALLES LA TIDE    | Full        | Feb.                     | VERSE SIDE FOR TERMS AND CO                   | 779 8672 DATE   | S - 12 - 08<br>S TO BE NOTED ABOVE |

REQUEST FOR QUOTATION

West Virginia Alcohol Beverage Control Administration

Videoconferencing

Requisition Number: ABC132

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of WV Alcohol Beverage Control Administration (ABCA or Owner), is soliciting a Request for Quotation (RFQ) from qualified firms to provide a Videoconference system as per the Scope of Work.

Location:

ABCA 322 70th St. S.E. Charleston, WV 25304

#### **SPECIFICATIONS:**

Background:

The West Virginia Alcohol Beverage Control Commission (the "Commission") is in need to install a state of the art Videoconference system in order to be more cost efficient and productive to achieve the commissions current and future goals. The Commission is requesting qualified vendors to provide the following:

Scope of Work:

Provide a videoconferencing system at five (5) locations. Four of the videoconferencing equipment locations are at ABCA 322 70th St. S.E. Charleston, WV and one in Hedgesville WV as follows: Commissioner's office, Enforcement Directors office, 1st floor conference room, 2nd floor conference room and Enforcement Supervisor home located at 166 Fishhook Lane in Hedgesville WV. This should including all materials, labor, and delivery to specified location. Installation as recommended by the manufacturer, as per the following specifications:

Equipment Specification: The qualified vendor shall provide a quote for the following requested quantity, brand or equal to and equipment or equal to.

| QTY | Brand/Manufacturer | Equipment, Software, Service Description   |
|-----|--------------------|--|
| 1   | Tandberg           | Maestro HD Cam   |
| 1   | Tandberg           | Maestro Natural Presenter Package  |
| 1 . | Tandberg           | Maestro Multi-site   |
| 1   | Tandberg           | Maestro Bandwidth Option   |
| 1   | Tandberg           | Onsite Installation & Training - Maestro<br>322 70 <sup>th</sup> Street SE<br>Charleston, WV 25304               |
| I.  | Tandberg           | Customer Core Onsite Service List (w/Onsite labor) – Maestro 322 70 <sup>th</sup> Street SE Charleston, WV 25304 |
| 1   | Tandberg           | Edge 95 MXP With Tandberg Precision HD Camera  |

| 1          | Tandberg | Edge 95 MXP Natural Presenter Package NPP            |  |  |
|------------|----------|--|--|--|
| 1          | Tandberg | Edge 95 MXP Multi-site (MS) Option                   |  |  |
| 1 Tandberg |          | Onsite Installation & Training – Edge 95 MXP         |  |  |
|            |          | 322 70 <sup>th</sup> Street SE                       |  |  |
|            |          | Charleston, WV                                       |  |  |
| ì          | Tandberg | Customer Core Onsite Service List (w/Onsite labor) - |  |  |
| ***        |          | Edge 95  |  |  |
|            |          | 322 70 <sup>th</sup> Street SE                       |  |  |
|            |          | Charleston, WV 25304                                 |  |  |
| 3          | Tandberg | 1000 MXP (768 KBPS IP Only)                          |  |  |
| 3          | Tandberg | 1000 MXP Natural Presenter Package                   |  |  |
| _          |          |  |  |  |
| 2          | Tandberg | Onsite Installation & Training – 1000 MXP            |  |  |
| ,          |          | 322 70 <sup>th</sup> Street SE                       |  |  |
|            |          | Charleston, WV 25304                                 |  |  |
| 2          | Tandberg | Customer Core Onsite Service List (w/Onsite labor) - |  |  |
|            |          | 1000 MXP   |  |  |
|            |          | 322 70 <sup>th</sup> Street SE                       |  |  |
|            |          | Charleston, WV 25304                                 |  |  |
| 1          | Tandberg | Onsite Installation & Training – 1000 MXP            |  |  |
|            |          | 166 Fishhook Lane                                    |  |  |
|            |          | Hedgesville WV 25427                                 |  |  |
| 1          | Tandberg | Customer Core Onsite Service List (w/Onsite labor) - |  |  |
|            |          | 1000 MXP   |  |  |
|            |          | 166 Fishhook Lane                                    |  |  |
|            |          | Hedgesville WV 25427                                 |  |  |

Electrical work shall be performed in strict conformance to the National Electrical Code. Qualified vendor will Warrant all parts, labor and materials against defect or failure for 36 months period at the time of start up. The Vendor shall make all repairs and replace failed parts at his expense during the 36 month warranty period of the installation.

Time Frame: The scope of work shall be completed 90 day's after contract is awarded and notice to proceed is given.

Quotation Submitted: The proposed quotation shall be good for 60 days upon awarding the contract.

Payment Schedule: Payment will be rendered upon completion and final testing from all locations as agreed and approved by the Commission designee.

Mandatory Qualifications: By submitting a bid, the vendor adheres to the following:

- 1. The vendor verifies that they have at least 3 previous projects completed same in nature in the past five (5) years.
- 2. Qualified vendor must be Certified on the proposed installed equipment
- 3. Qualified Vendor must be registered as a Vendor with the State of West Virginia prior to award.

| RFO I | No. | ABC132 |
|-------|-----|--------|
|       |     |        |

## 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:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. 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 is in compliance with the requirements as stated.

| Vendor's Name:                          | 160910  | INC.  |         |
|---|---------|-------|---------|
| Authorized Signature:   Lurl            | no take | Date: | 8-12-08 |
| Purchasing Affidavit (Revised 07/01/08) |         |       |         |





iPLogic, Inc. 495 Commerce Drive Amherst, NY 14228 (716) 694-3750 (Phone) (716) 694-3779 (Fax) www.iptoglo.com

Bill To: Shelly Murray WV ABCA Alcohol Beverage Administration 322 70th Street East Charteston , West Virginia 25305 304-558-8801

**P**logic

July 30, 2008 IPL7162008 Date: Quotation #: Customer ID: RFP: ABC132 Project Name: Video conferencing August 29, 2008 Charles Shanahan Quotation valid until: Account Executive: E-mail Address: shanahan@iplogic.com Prepared by: Peter Grosskopf

50% Deposit & 50% Upon Completion 1.5% per month Terms: Late Charge:

|                | This n   | ricina o        | oes r      | Late Unarge:<br>not include appli                     | cable.             | 1.5% per montn<br>sales tax charges     |
|----------------|--|-----------------|------------|---|--------------------|---|
| Model#         | Description  | Qty             | 1          | Unit Price  |                    | Total Price                             |
|                | Tandberg Video Conferencing RFP ABC132   |                 |            |   |                    |   |
| 115900         | Tandberg Maestro w. Tandberg HD Camera   | 1               |            |   |                    |   |
| 110900         | (Maintenance agreement required)   | 1               | \$         | 20,929,60   | \$                 | 20,929.60                               |
| 110000100      |  |                 | Ť          |   | ,                  |   |
| 113823NPP      | Tandberg Maestro Natural Presenter Package   | 1               | \$         | 1,332,94  | \$                 | 1,332.94                                |
| 440000140      | The state of the s |                 | 1          | .,  | Ť                  | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| 113823MS       | Tandberg Multi-site option (requires NPP)  | 1               | \$         | 2.665.88  | \$                 | 2,665.88                                |
| 4400000        | Tandberg Maestro 2 Mbps ISDN/ Ext NetW/ 6  |                 | ľ          | ,   | Ť                  | _,                                      |
| 1138333        | Mbps IP  | 1               | s          | 1,332.94  | \$                 | 1,332.94                                |
| 115900V07D     | Tandberg Maestro w/ Tandberg Precision HD Camera -   | W. S            |            |   | 120                |   |
| 1199004010     | Domestic On-Site Installation & Training   | 1               | \$         | 2,291.45  | \$                 | 2,291.45                                |
| 115900 V01D-3  | Tandberg Maestro w/ Tandberg Precision HD Camera -   |                 |            |   |                    |   |
| 110900 VO1D-3  | Domestic Customer Core On-Site Service - 3Yrs.   | 1               | \$         | 8,315.74  | \$                 | 8,315.74                                |
| 115590         | Tandberg Edge 95 MXP w/ Tandberg Precision   |                 |            |   |                    |   |
| 110090         | HD Camera (Maintenance Contract Required)  | 1               | \$         | 7,498.40  | \$                 | 7,498.40                                |
| 4455041100     | Tandberg Edge 95 MXP Natural Presenter   |                 |            | •   | ľ                  | ·                                       |
| 115594NPP      | Package (NPP) Option   | 1               | \$         | 1,332.94  | \$                 | 1,332.94                                |
| 445504140      | Tandberg Edge 95 MXP MultiSite (MS) option   |                 | •          | ,   | ľ                  |   |
| 115594MS       | (Requires NPP)   | 1               | s          | 1,999.41  | \$                 | 1,999.41                                |
| AAPPAA AYA     | Tandberg Edge 95 Domestic On-Site Installation   | を2010年<br>第137日 | 75.77      | entification (central).<br>Sententification (central) |                    |   |
| 115590V07D     | & Training   | 1               | S          | 1.485.62  | \$                 | 1,485.62                                |
| 445500 1/045 6 | Tandberg Edge 95 Domestic Customer Core On-  |                 | 1.000, 11. | 0.000 PGC 52000                                       | .*                 | . / 1.1 1.1. 1 / 1.2 - 1.2 - 1.2        |
| 115590 V01D-3  | Site Service - 3 yrs.  | 1               | \$         | 3,871.59  | \$                 | 3,871.59                                |
|                | Tandberg 1000MXP (768 kbps IP only)  |                 | ľ          | .,  | ,                  | -107                                    |
| 114001         | Maintenance Contract Required)   | 3               | ·\$        | 4,353.63  | \$                 | 13,060.88                               |
| 44444          | Tandberg 1000MXP Natural Presenter Package   | -               | Ť          | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,               | *                  | ,                                       |
| 11434NPP       | (NPP)  | 3               | \$         | 1,332.94  | \$                 | 3,998.82                                |
|                | Tandberg 1000MXP Domestic On-Site  | \$\$\$\$        | T.         |   |                    |   |
| 114001V07D     | Installation & Training  | 3               | \$         | 1,485.62  | \$                 | 4,456.87                                |
|                | Tandberg 1000MXP Domestic Customer Core  | I               | 1          | as a contract of the s                                | · ·· ·· ·· ·· ·· · | and and the second of the               |
| 114001V01D-3   | On-Site Service - 3 yrs.   | 3               | \$         | 2,726.47  | \$                 | 8,179.41                                |
|                | · · · •  | -               | *          | _,  | ,                  | Ψ,,                                     |
|                | Equipment Total  |                 |            |   | \$                 | 54,151.83                               |
| KSPEC          | On-site Installation, Testing and Warranty   | 1               | \$         | 37,933.10   | \$                 | 37,933.09                               |
| NOFEU          |  | <u> </u>        | T 2        | 31,833.10   | <u> </u>           | \$1,800.09                              |

TOTAL 92,084.92

#### Key Assumptions:

A) All work to be performed during normal business hours defined as Monday-Friday, 8:00sm - 5:00pm.

- A) Customer will appoint a single point of contact for the duration of the project,
- B) Customer to provide on-site access to perform job responsibilities.

- A) IPLogic to provide a videoconferencing system at five (5) locations. Four at 322 70th St. S.E. Charleston, WV, One in 186 Fishhook Lane, Hedgesville WV.
- B) installation shall include all specified equipment to provide a complete working system
- C) Service includes a three (3) year support agreement for all endpoints.
   D) iPLogic will test all equipment and train all personnel on functionality and usage of system.
- E) Warranty all installation for one (1) full year.

This document constitutes a legally binding contract. The person signing this document is authorized to purchase these services and/or products on behalf of the purchaser.

| Authorized Signature | Date |
|----------------------|------|
|                      |      |



#### Terms and Conditions

- 1. IPLogic requires 50% of the purchase price upon execution of this Price Quotation, and the balance upon acceptance of the system. Balance shall include the remaining 50% from original contract price, plus applicable charges for client authorized changes in scope and configuration.
- 2. All sums becoming due and payable under and by virtue of this Price Quotation are subject to state and local taxes which will be added to all amounts invoices and will be paid by the Company.
- 3. Fees include all programming and materials to make the required changes with respect to this particular project. It does not include hardware, software or programming unrelated to this project.
- 4. No modifications or revisions to this Price Quotation by Customer (whether written or oral) shall be binding on IPLogic if it is in conflict with, inconsistent with or in addition to any of the terms contained herein, unless expressly accepted and agreed to by IPLogic in writing. Any form of Customer containing terms and conditions of purchase shall not have the effect of modifying the terms and conditions herein and all such terms and conditions which are in conflict with, inconsistent with or in addition to any of the terms contained herein are specifically rejected by IPLogic.
- 5. If any amount due hereunder is not paid by the applicable due date, interest shall accrue on such unpaid amount at a rate equal to one and one-half percent (1.5%) per month, or the highest rate allowable under law, whichever is less. In addition, Customer shall pay to IPLogic its actual expenses, including, without limitation, attorneys' fees and court costs, incurred in collecting or attempting to collect the amounts due hereunder.
- 6. In order to secure Customer's obligations to IPLogic under this Price Quotation, Customer hereby grants IPLogic a security interest in the materials sold to Customer under this Price Quotation. Customer authorizes IPLogic to file one or more Financing Statements and to take all other actions to perfect such security interest. Upon any default in payment by Customer, IPLogic shall have all rights of a secured party under the New York Uniform Commercial Code. Accordingly, IPLogic may sell any or all of such material either by private sale or public auction and Customer shall be liable for all expenses of seizure and sale and shall be liable for any deficiency remaining under this Price Quotation.
- 7. IPLogic will install the system consisting of the equipment listed on the face of this Price Quotation. IPLogic will perform system programming, design, installation and training subject to the capabilities of the equipment as listed. Customer agrees to acknowledge that system functionality is subject to the manufacturer's produce capabilities and/or limitations. Applications that require additional equipment are subject to additional charges.
- o. IF LOGIC WAITARTS THAT THE THATERIALS AND EQUIPMENT WIN DE HEE HOTH GENERAL SHIP HATERIALS AND WIRTHARD TO IT 2 MORTHER HOURS HOTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE ABOVE WARRANTY SHALL BE LIMITED TO THE REPLACEMENT OR REPAIR, AT THE OPTION OF IPLOGIC THE DEFECTIVE MATERIALS OR WORKMANSHIP. UNDER NO CIRCUMSTANCES SHALL IPLOGIC HAVE ANY LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH REMEDIES ARE HEREBY EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL IPLOGIC'S LIABILITY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE, TO CUSTOMER OR ANY OTHER PARTY ARISING OUT OF OR RELATED TO THIS PRICE QUOTATION EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO IPLOGIC UNDER THIS PRICE QUOTATION. THE WARRANTY EXCLUDES DAMAGE CAUSED BY (A) MISUSE, ABUSE OR NEGLECT OF ANY MATERIAL OR EQUIPMENT; (B) MODIFICATION OF OR REPAIR OR ATTEMPTED REPAIR TO ANY MATERIAL OR PRODUCT BY ANYONE OTHER THAN AN AUTHORIZED IPLOGIC
- 9. Customer shall be solely responsible for ensuring that the materials sold hereunder are used only by authorized users. Under no circumstances shall IPLogic have any liability whatsoever to Customer or any other party in connection with or arising out of the unauthorized use of such materials.
- 10. Customer agrees that for two years after the date of this Price Quotation, it shall not; (i) solicit any employee, officer or director of IPLogic to become an employee, consultant, agent, representative or distributor of Customer (or any of Customer's affiliates); (ii) solicit any employee, officer or director of IPLogic to terminate its employment or other relationship with IPLogic; and/or (iii) hire or otherwise engage any employee, officer or director of IPLogic.
- 11. This Price Quotation constitutes the entire agreement by and between the parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreements by and between the parties, whether written or oral, with respect of such subject matter. This Price Quotation shall be binding upon and shall inure to the benefit of each party and its successors and permitted assigns. Customer shall not assign any of its rights, duties or obligations hereunder without the prior written consent of IPLogic. Any proposed assignment in contravention of the preceding sentence shall be deemed null and void. This Price Quotation shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws. The failure by IPLogic to insist upon strict performance of any provision herein by Customer shall not be deemed a waiver by IPLogic of any of its rights or remedies or a waiver by it of any subsequent default by Customer, and no waiver shall be effective unless it is in writing and duly executed by IPLogic.

| Client's | I [4] I |  |
|----------|---------|--|
|          |         |  |

| Agency | WV Alcohol | Beverage Cor | ntrol Adminis | tration |
|--------|------------|--------------|---------------|---------|
| REO.P  | O#ABC13    | Beverage Cor |               |         |

#### **BID BOND**

| KNOW ALL MEN BY THESE PRESENTS, That we, the  | undersigned, IPLogic, Inc  |
|---|--|
| of 17 British-American Blvd Latham, NY 12   | 110 , as Principal, and Fidelity and Deposit Company   |
| of 3910 Keswick Rd Baltimore, MD 21211  | a corporation organized and existing under the laws of the State of  |
|   | e, as Surety, are held and firmly bound unto the State   |
| of West Virginia, as Obligee, in the penal sum of Five Percent of   | f attached bid (\$5%) for the payment of which,  |
| well and truly to be made, we jointly and severally bind ourselves  | , our heirs, administrators, executors, successors and assigns.  |
|   |  |
|   | eas the Principal has submitted to the Purchasing Section of the   |
| Department of Administration a certain bid or proposal, attached<br>Provide videoconferencing system at ABCA 322 70th St.   | hereto and made a part hereof, to enter into a contract in writing for S.E. Charleston, WV and Commissioner's office,  |
| Enforcement Directors office, 1st Floor Conference Roc  | om, and Enforcement Supervisor home located at   |
| 166 Fishhook Lane, Hedgesville WV.  |  |
|   |  |
| NOW THEREFORE,  |  |
| hereto and shall furnish any other bonds and insurance required agreement created by the acceptance of said bid, then this obligations and effect. It is expreasly understood and agreed that the life is a specific process. | enter into a contract in accordance with the bid or proposal attached<br>by the bid or proposal, and shall in all other respects perform the<br>ation shall be null and void, otherwise this obligation shall remain in full<br>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 an way impaired or affected by any extension of the time within which waive notice of any such extension.   | d agrees that the obligations of said Surety and its bond shall be in no<br>th the Obligee may accept such bid, and said Surety does hereby  |
| IN WITNESS WHEREOF, Principal and Surety have he  | reunto set their hands and seals, and such of them as are corporations   |
| have caused their corporate seals to be affixed hereunto and the  |  |
| 11th day of August  |  |
|   | •  |
| Principal Corporate Seal  | IPLogic, Inc (Name of Principal)   |
| •   | 1 1 1 A A A A A A A A A A A A A A A A A  |
|   | (Must be President or  |
|   | James A. LozanoVice President)   |
|   | Vice President of Finance/CFO  |
|   | (Title)  |
| Surety Corporate Seal   | Fidelity and Deposit Company of Maryland   |
|   | (Name of Surety)   |
|   | Attomey-in-Fact Dennis E. Northrup, Attorney-in-fact   |

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

| STATE OF NEW YO               | ORK                        |   |
|-------------------------------|----------------------------|---|
| County of Albany              | } ss:                      |   |
| On this 11th                  | day of August              | 2008, before me personally came                                     |
| James A. Lozano               |                            | to me personally known and known to me                              |
| to be Vice President of Fin   | ance/CFO of IPLogi         | c, Inc  |
| the corporation described     | in and which executed      | the foregoing instrument as Principal, who being                    |
| by me duly sworn, did depo    |                            |   |
| that he is Vice President o   |                            |   |
|                               |                            | ws the corporate seal thereof: that the seal affixed to             |
|                               |                            | I Company and was affixed thereto by authority of the               |
|                               |                            | e signed his name thereto by the like authority as                  |
| Vice President of Finance/CF  | of said Company.           |   |
|                               |                            |   |
|                               |                            | - Marine III  |
|                               |                            | Notary Public / SOULA ROMEL-KNAPP                                   |
|                               |                            | Notary Public, State of New York                                    |
|                               |                            | No. 01RO5085251   |
| STATE OF NEW YO               | ORK                        | Qualified in Schenectady County<br>Commission Expires September 15, |
| 1) ( (                        | )                          | **************************************                              |
| County of <u>Albam</u>        | / } ss:                    |   |
| On this                       | day of                     | 19, before me personally came                                       |
|                               |                            | to me known to be the person described in and                       |
| who executed the foregoing    | instrument as Principal,   | and acknowledged the he executed the same.                          |
|                               |                            |   |
|                               |                            | λ7 6 D L I: -   |
|                               |                            | Notary Public   |
|                               |                            |   |
| STATE OF NEW YO               | RK.                        |   |
| County of Albany              | } ss:                      |   |
| On this 11th                  |                            | in the year 2008, before me   |
| personally came Dennis E      |                            | to me known, who, being by  |
| me duly sworn, did depose     |                            |   |
| hat he was the Attorney-i     | n-Fact of the Fidelity a   | nd Deposit Company of Maryland, the corporation                     |
| named in and which execute    | ed the within instrument:  | that he knows the seal of said corporation: that the                |
| eal affixed to said instrum   | ent is such corporate se   | al: that is was so affixed by order of the Board of                 |
| Directors of said Corporation | on, and that he signed his | name thereto by like order. And that the liabilities                |
| n said Company do not ex      | Charter 22 of the Court    | tined in the manner provided in Section 183 of the                  |
| usurance Law, consulting      | Chapter 33 of the Conso    | lidated Laws of the State of New York.                              |
|                               |                            | UNMAY KUULKUNULA  |
|                               |                            | Notary Public   |

ANN MARIE SANELLI
Notary Public, State of New York
Qualified in Albany County
ID # 01SA6169509
My Commission Expires June 25,

## Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Christopher A. BRASSARD, John S. TEN EYCK, Charles T. BARNES, Tennis E. NORTHRUP, Justin R. RICCIO and Ann Marie SANELLI, all of Albany, New York, BACHISTS true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surject, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Gompany at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that is such an action of Christopher A. BRASSARD, John S. TEN EYCK, Charles T. BARNES, Dennis E. NORTHRUR, Justin R. RICCIO, Ann Marie SANELLI, dated December 18, 2006.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of August, A.D. 2007.

his D. Barry

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Assistant Secretary

Frank E. Martin Jr.

Vice President

 $\left.\begin{array}{l}\text{State of Maryland}\\ \text{City of Baltimore}\end{array}\right\} ss:$ 

On this 14th day of August, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

Dame

#### EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

#### CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

| this <u>11th</u> | day of <u>August</u> | , 2008 |                     |
|------------------|----------------------|--------|---------------------|
|                  |                      |        | Guyt. Muny          |
|                  |                      |        | Assistant Secretary |

#### FIDELITY AND DEPOSIT COMPANY



OF MARYLAND 3910 KESWICK ROAD, BALTIMORE, MD 21211-2226

#### Statement of Financial Condition

As Of December 31, 2007

#### ASSETS

| Bonds  | \$                       | 152,119,394                              |
|--|--------------------------|--|
| Stocks   |                          | 43,598,075                               |
| Cash and Short Term Investments  | *******                  | 58,417,758                               |
| Reinsurance Recoverable  | *********                | 20,969,268                               |
| Other Accounts Receivable  |                          | 40,255,904                               |
| TOTAL ADMITTED ASSETS  | \$                       | 315,360,399                              |
| LIABILITIES, SURPLUS AND OTHER FUNDS Reserve for Taxes and Expenses Ceded Reinsurance Premiums Payable Securities Lending Collateral Liability |                          | 875,904<br>70,455,734                    |
| TOTAL LIABILITIES  |                          | 43,430,120<br>114,761,758                |
| TOTAL LIABILITIES  |                          | 43,430,120<br>114,761,758                |
| TOTAL LIABILITIES  | 5,000,000<br>195,598,641 | 43,430,120<br>114,761,758                |
| TOTAL LIABILITIES  | 5,000,000<br>195,598,641 | 43,430,120<br>114,761,758<br>200,598,641 |

Securities carried at \$34,597,845 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2007 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$315,825,091 and surplus as regards policyholders \$201,063,333.

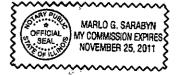
I, DAVID A. BOWERS, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2007.

Corporate Secretary

State of Illinios
City of Schaumburg

SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 14th day of March, 2008.



Notary Public

| Agency | WV Alcohol Beverage Control Administration           |
|--------|--|
| REQ.P. | WV Alcohol Beverage Control Administration  O#ABC132 |

#### **BID BOND**

| KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, IPLogic, Inc   |
|--|
| of 17 British-American Blvd , Latham, NY 12110 , as Principal, and Fidelity and Deposit Company  |
| of 3910 Keswick Rd Baltimore, MD 21211, a corporation organized and existing under the laws of the State of  |
| Maryland with its principal office in the City of Baltimore, as Surety, are held and firmly bound unto the State   |
| of West Virginia, as Obligee, in the penal sum of Five Percent of attached bid (\$5%) 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  |
| Provide videoconferencing system at ABCA 322 70th St. S.E. Charleston, WV and Commissioner's office,   |
| Enforcement Directors office, 1st Floor Conference Room, and Enforcement Supervisor home located at  |
| 166 Fishhook Lane, Hedgesville WV.   |
| ·  |
| NOW THEREFORE,   |
| <ul><li>(a) If said bid shall be rejected, or</li><li>(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached</li></ul>  |
| bereto 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  |
| 11th day of August, 2008   |
|  |
| Principal Corporate Seal   PLogic, Inc   // (Name of Principal)  |
| (Name of Maspar)   |
| (Must be President or  |
| James A. Lozano <mark>Vice President)</mark>   |
| //Vice President of Finance/CFO  |
| (Title)  |
| Surety Corporate Seal Fidelity and Deposit Company of Maryland   |
| (Name of Surety)   |
| $(\cdot,\cdot)$ $< (\cdot,\cdot)$  |
| 4651 BUS   |
| Aftomey-in-Fact  Dennis E. Northrup, Attorney-in-fact  |

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

#### STATE OF NEW YORK County of Albany On this 11th day of August 2008, before me personally came James A. Lozano to me personally known and known to me to be Vice President of Finance/CFO of IPLogic, Inc. the corporation described in and which executed the foregoing instrument as Principal, who being by me duly sworn, did depose and say: That he resides Albany that he is Vice President of Finance/CFO of the said IPLogic, Inc. and knows the corporate seal thereof: that the seal affixed to the foregoing instrument is the corporate seal of said Company and was affixed thereto by authority of the Board of Directors of said Company, and that he signed his name thereto by the like authority as Vice President of Finance/CFO of said Company. Notary Public SOULA ROMEL-KNAPP Notary Public, State of New York No. 01RO5085251 Qualified in Schenectady County STATE OF NEW YORK Commission Expires September 15, day of , before me personally came to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged the he executed the same. Notary Public STATE OF NEW YORK County of Albany On this 11th day of August in the year 2008, before me personally came Dennis E. Northrup to me known, who, being by me duly sworn, did depose and say, that he resides in the City of Albany that he was the Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, the corporation named in and which executed the within instrument: that he knows the seal of said corporation: that the seal affixed to said instrument is such corporate seal: that is was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order. And that the liabilities of said Company do not exceed its assets as ascertained in the manner provided in Section 183 of the Insurance Law, constituting Chapter 33 of the Consolidated Laws of the State of New York.

ANN MARIE SANELLI
Notary Public, State of New York
Qualified in Albany County
ID # 01SA6169509
My Commission Expires June 25

Notary Public

#### **Power of Attorney** FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereby hereby nominate, constitute and appoint Christopher A. BRASSARD, John S. TEN EYCK, Charles E BARNES Dennis E. NORTHRUP, Justin R. RICCIO and Ann Marie SANELLI, all of Albany, New York Excellent true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf assured and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the rounterly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued an behalf of Christopher A. BRASSARD, John S. TEN EYCK, Charles T. BARNES, Dennis E. NORTHRUR, Justin R. RICCIO, Ann Marie SANELLI, dated December 18, 2006.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of August, A.D. 2007.

Lie D. Barry

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland City of Baltimore ss:

On this 14th day of August, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

My Commission Expires: July 8, 2011

naria D. Olams

#### EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

#### CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

2008

| <br> | *************************************** |              |
|------|---|--------------|
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|      |   |              |
|      |   |              |
|      |   | 1 113        |

this 11th

day of August

Assistant Secretary

#### FIDELITY AND DEPOSIT COMPANY



OF MARYLAND 3910 KESWICK ROAD, BALTIMORE, MD 21211-2226

#### Statement of Financial Condition As Of December 31, 2007

ASSETS

| ASSEIS   |      |             |
|--|------|-------------|
| Bonds Stocks   | \$   | 152,119,394 |
| Stocks   |      | 43,598,075  |
| Cash and Short Term Investments  | •••• | 58,417,758  |
| Reinsurance Recoverable  | **** | 20,969,268  |
| Other Accounts Receivable  |      | 40,255,904  |
| TOTAL ADMITTED ASSETS  | \$   | 315,360,399 |
| LIABILITIES, SURPLUS AND OTHER FUNDS  Reserve for Taxes and Expenses  Ceded Reinsurance Premiums Payable |      | 70,455,734  |
| Securities Lending Collateral Liability  | \$   | 43,430,120  |
| Capital Stock, Paid Up \$ 5,000,0  |      |             |
| Surplus  | 41   |             |
| Surplus as regards Policyholders   | •••• | 200,598,641 |
| TOTAL  | \$   | 315,360,399 |

Securities carried at \$34,597,845 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2007 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$315,825,091 and surplus as regards policyholders \$201,063,333.

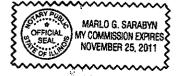
I, DAVID A. BOWERS, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2007.

Corporate Secretary

State of Illinios City of Schaumburg

SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 14th day of March, 2008.



Notary Public

Valo 6 Sarany