

duncan video, inc.
702 adams street
carmel, indiana 46032
telephone 317-815-6300
fax 317-815-6310
800-538-2800

March 30, 2010

Shelly Murray
Purchasing Division
State of West Virginia
2019 Washington Street East
Charleston, WV 25305-0130

Dear Shelly:

We appreciate the opportunity to bid on EBA252, dated 3-31-2010, for Terminal Equipment operating in the openGear environment with Dashboard control.

We respectively would like to submit the attached bid with substitutions with the following justification:

Duncan and Ross Video propose using the DFR-8320 (20-slot) frame in place of the DFR-8310 (10-slot) frame. They are more future-proofed. Compared to the DFR-8310 series they:

- a) Are 3Gbps capable
- b) Offer more options including fiber cards
- c) Include monitoring and control as standard

2) The optional 2nd generation Network card quoted with all (9) frames has DataSafe, which means the setups for all cards in that frame are stored in memory. If a card ever has to be replaced, the correct setups from the previous card will automatically be loaded into that new card.

The DFR-8321-CN is quoted as a package line item that includes the DFR-8321 frame, cooling fans, and 2nd generation network cards. Purchasing these together in this line item package offers costs savings.

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WV PURCHASING
DIVISION

3) The 20-series DFR-8321 frame does not offer the 100-BNC backplane previously offered in the DFR-8310 series. This is because many different connections are now possible with new card offerings in this frame including audio, video, and even fiber connections.

4) All cards quoted have the correct 20-series rear modules quoted.

5) Ross does not have an equivalent to the Cobalt Test Pattern Generator card requested. As a result, Duncan has quoted the Cobalt card and included the correct 20-series rear module to go with it.

We look forward to working with you. Should you have any questions, please don't hesitate to contact us immediately.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erin Rice', written in a cursive style.

Erin Rice
Sales Representative



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:
EBA252

PAGE:
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
Duncan Video, Inc.
 702 Adams St.
 Carmel, IN 47032
 317-815-6300

SHIP TO
WNPB-TV
 191 SCOTT AVENUE
 MORGANTOWN, WV
 26505 293-6511

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|-----|---------------|
| 03/02/2010 | | | | |
| BID OPENING DATE: 03/31/2010 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001 | 1 | LS | | 020-71 | | |
| <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY, IS SOLICITING BIDS FOR TERMINAL EQUIPMENT FRAMES AND CARDS THAT MUST WORK IN THE OPENGear (TM) ENVIRONMENT AND UNDER DASHBOARD (TM) NETWORK CONTROL REMOTE SOFTWARE PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/16/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EQUIPMENT, BROADCASTING</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 THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---|---------------------------|-----------------------------------|
| SIGNATURE <i>Erin Rice</i> ERIN RICE | TELEPHONE 877-285-7194 | DATE 3-29-2010 |
| TITLE Sales Representative | FEIN 35-1577637 | 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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
EBA252

PAGE
2

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

WNPB-TV
191 SCOTT AVENUE
MORGANTOWN, WV
26505 293-6511

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 03/02/2010 | | | | |

BID OPENING DATE: **03/31/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>RFQ. NO.: EBA252</p> <p>BID OPENING DATE: 03/31/2010</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|------|
| SIGNATURE | TELEPHONE | DATE |
|-----------|-----------|------|

| | | |
|-------|------|-----------------------------------|
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
|-------|------|-----------------------------------|

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



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

Request for Quotation

RFQ NUMBER: **EBA252**

PAGE: **3**

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

POSTAGE

SHIP TO

WNPB-TV
191 SCOTT AVENUE
MORGANTOWN, WV
26505 293-6511

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|-----|---------------|
| 03/02/2010 | | | | |
| BID OPENING DATE: 03/31/2010 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UQP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|--------------|------------|--------------------|
| BID OPENING TIME: | | | | 1:30 PM | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | | | | | |
| | | | | 859-309-0803 | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| | | | | Erin Rice | | |
| ***** THIS IS THE END OF RFQ EBA252 ***** | | | | | | TOTAL: \$97,530.00 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

EBA252 Pricing Page
openGear™ Terminal Equipment, Frames and Cards or equivalent

| Qty. | Description | Unit Price | Extended |
|------|---|------------|-----------|
| 1 | 2RU, 10 slot card frame with 1 power supply, fans, Modular Rear Panel Ross # DFR-8310-C or equal | \$ 1388 | \$ 12,492 |
| 9 | Ross DFR-8321-CN (please see attachment for specs) | | |
| 8 | 2RU, 10 slot card frame with 1 power supply, fans, 100 BNC Rear Panel Ross # DFR-8310-C-BNC or equal | \$ _____ | \$ _____ |
| | Quantity included in above substitution. | | |
| 8 | Frame controller card with network Interface Ross # MFC-8320-N or equal | \$ _____ | \$ _____ |
| | Included with DFR-8321-CN | | |
| 9 | Redundant Power Supply for each 8310 Card Frame Ross # PS-8300 or equal | \$ 445 | \$ 4,005 |
| 2 | Analog AV (Composite, 4 ch audio) to SDI converter card with proc amp and frame sync Ross # ADC-8732B-SC or equal | \$ 2,208 | \$ 4,416 |
| | Sub: ADC-8732B-SC-R2 | | |
| 2 | Analog AV (Component, 4 ch audio) to SDI converter card with proc amp and frame sync Ross # ADC-8733A-SC or equal | \$ 2,246 | \$ 4,492 |
| | Sub: ADC-8733A-SC-R2 | | |
| 3 | Analog Component Video to SDI converter card with proc amp and frame sync Ross # ADC-8733A-S or equal | \$ 1,635 | \$ 4,905 |
| | Sub: ADC-8733A-S-R2 | | |
| 32 | Dual Multi-rate SDI 1x4 multi config. reclocking distribution amplifier card Ross # DRA-8204 or equal | \$ 1,219 | \$ 39,008 |
| | Sub: DRA-8204-R2 | | |
| 3 | HD/SD-SDI input, AES De-embedder card with ,audio proc amp Ross # DMX-8259-A or equal | \$ 2,126 | \$ 6,378 |
| | Sub: DMX-8259-A-R2A | | |

| Qty. | Description | Unit Price | Extended |
|--------------|--|------------|------------------|
| 24 | AES 75ohm 1x8 reclocking distribution amplifier Ross # ADA-8401-A or equal Sub: ADA-8401-A-R2A | \$ 390 | \$ 9,360 |
| 6 | HD/SD-SDI Test pattern generator card Cobalt # 9361 or equal with addition of RM20-9361-A output module | \$ 2,079 | \$ 12,474 |
| TOTAL | | \$ | <u>97,530.00</u> |

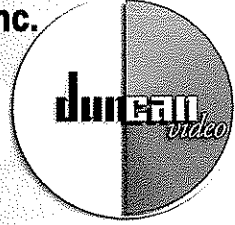
 Signature of Vendor Representative

Date

Quotation

Quote Number: **DVIQ15959**
 Date: **03/31/10**
 Sales Rep. **Erin Rice**

Duncan Video, Inc.
 702 Adams Street
 Carmel, IN 46032
 phone 317-815-6300
 fax 317-815-6310
 toll free 800-538-2800
 www.duncanvid.com



Sold To:

State of West Virginia
 Shelly Murray
 Purchasing Division
 2019 Washington Street East
 Charleston, WV 50130
 Phone: 304-558-8801 ext.
 Fax

Ship To:

WNPB-TV
 191 Scott Avenue
 Morgantown, WV 26505
 Phone: 304-293-6511 ext.
 Fax

| Qty | Part Number | Description | Unit Price | Ext. Price |
|-----|-----------------|---|------------------|--------------------|
| 9 | DFR-8321-CN | openGear Frame, Power Supply, Cooling Fans, TCP/IP Networking (no I/O Modules) | \$1,388.00 | \$12,492.00 |
| 9 | PS-8300 | 150 Watt Universal Power Supply (90-264VAC) for DFR-8300 Frame | \$445.00 | \$4,005.00 |
| 2 | ADC-8732B-SC-R2 | Analog Composite to SDI Decoder with Frame Synchronizer, 4 Channel Audio Embedding and R2C-8732 | \$2,208.00 | \$4,416.00 |
| 2 | ADC-8733A-SC-R2 | Analog Component to SDI Converter with 4 Channels of Audio A/D, Frame Synchronizer and R2-8733 Rear | \$2,246.00 | \$4,492.00 |
| 3 | ADC-8733A-S-R2 | Analog Component to SDI Converter with Frame Synchronizer and R2-8733 Rear Module | \$1,635.00 | \$4,905.00 |
| 32 | DRA-8204-R2 | Dual MD-SDI Reclocking Amplifier (143 to 1485 Mb/s) with 10-BNC R2-8204 Rear Module. | \$1,219.00 | \$39,008.00 |
| 3 | DMX-8259-A-R2A | HD/SD 8 Channel AES / EBU Demultiplexer with 10-BNC Rear Module | \$2,126.00 | \$6,378.00 |
| 24 | ADA-8401-A-R2A | AES / EBU Reclocking Distribution Amplifier with R2A-8401 Rear Module | \$390.00 | \$9,360.00 |
| 6 | | Cobalt HD/SDI Test Pattern Generator Card | \$2,079.00 | \$12,474.00 |
| | 9361 | HD/SD-SDI Test Signal Generator with Text Overwrite | | |
| | RM20-9361-A | 8321 Frame Rear I/O Module (Single Slot) 4 HD/SD-SDI Test Pattern Output BNCs | | |
| | | | SubTotal | \$97,530.00 |
| | | | Sales Tax | \$0.00 |
| | | | Shipping | \$0.00 |
| | | | Total | \$97,530.00 |

This quote is valid for 30 days from date indicated. Terms of sale are Net 30 from date of invoice for customers with approved credit. Customers without approved credit may apply for credit or purchase with company check or major credit card. All prices are subject to change. All prices are based on total purchase. All returns must be accompanied with a Return Material Authorization Number. All returns are subject to a restocking charge up to 30%.

Features

- 2RU frame houses up to 20 openGear cards
- Supports any mix of analog, digital, video and audio modules in the same frame
- Modular I/O panels for connector flexibility
- Removable front door for easy fan servicing
- Frames come standard with cooling
- 2 independent looping References with connection to each card slot
- Robust 150 watt power supply with integral cooling
- Optional redundant power supply, hot-swappable for 24/7 operation
- Power switch is accessible from front of rack frame
- Front loading power supplies
- Optional Ethernet based frame controller for remote setup, monitoring and control
- Optional SNMP control and monitoring
- Power Supply and Ethernet based frame controller common to DFR-8310
- 5-year transferable warranty

openGear High Density Multi-Definition Frame

DFR-8321-C w/ Cooling

DFR-8321-CN w/ Cooling and Network Control

DFR-8321-CNS w/ Cooling, Network Control and SNMP

The most flexible frame for all your terminal equipment needs.

The DFR-8321 is a 2RU high density modular frame, designed to accommodate up to 20 openGear cards. The 21st slot is reserved for network control.

MODULAR FRAME ARCHITECTURE

The DFR-8321 offers the flexibility of independent rear modules for connectivity to a wide array of interfaces such as BNC, twisted-pair audio, and fiber. The DFR-8321 offers a full rear module that offers 10 BNCs per module, or a high density split rear module that offers 5 BNCs per module. Using the split rear module allows for up to 20 independent openGear solutions to be installed.

ROBUST POWER SUPPLIES

The DFR-8321 can accommodate two front-loaded PS-8300 power supplies. A single supply can fully power a loaded frame, the addition of a second (optional) supply gives the frame full power redundancy.

Each power supply contains an independent cooling fan, status LED, and a front-mounted power switch.

COOLING

The frame has been designed with an advanced cooling architecture with increased ventilation. The front-door mounted fans provide forced air cooling to all cards with front to back cooling. An intelligent fan controller adjusts fan speed with changes in power supply loading and temperature.

CONTROL

The DFR-8321 offers optional Ethernet connectivity for Control and Monitoring via DashBoard and optional SNMP.

Ordering

2RU, 20 Card Slot, 1 Ethernet
Control Slot, Single Power Supply

| | |
|--------------|---|
| DFR-8321-C | w/ Cooling Fans |
| DFR-8321-CN | w/ Cooling Fans and Network Control |
| DFR-8321-CNS | w/ Cooling Fans, Network Control and SNMP |
| PS-8300 | Redundant or Spare Power Supply |
| CFM-8321 | Spare 2RU Cooling Fan Kit |
| MFC-8320-N | 2RU Frame Controller w/ Network Control |
| FSB-8320 | Rear Support Bars and Bracket |

2RU Frame

The DFR-8321 is a 2RU modular frame, designed to accommodate up to 20 modules of our openGear Multi-Definition product family.

Modular Rear I/O Modules

Separate rear I/O modules are ordered with card modules offering a mix of BNC, twisted pair and other connections as required. These rear modules are quick and easy to install.

Common Frame Features

Two looping reference inputs are buffered and distributed to all module slots. A frame mounted Ethernet port allows a network control module to be added without occupying a module slot. PowerLock cord retainers guard against accidental power loss.

OPA-8380A

General Purpose Adapter

OPA-8381

Analog Audio Adapter

openGear Adapters

Leaving no customer behind!

Designed to allow existing customers with RossGear 8000 series products to easily migrate existing solutions to the HD / SD 8300 openGear series frame.

- Distribution and Monitoring
- Synchronization and Delay
- Video Conversion
- Audio Conversion, Embedding / De-Embedding
- Keying

See page 68 for details.



RFQ No. EBA 252

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Dunbar Video Inc

Authorized Signature: [Signature] Date: 3/29/10

State of INDIANA

County of HAMILTON, to-wit:

Taken, subscribed, and sworn to before me this 29 day of MARCH, 2010

My Commission expires DECEMBER 13, 2017

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

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.

- 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.

Bidder: Duncan Video Signed: [Signature]
 Date: 3-30-10 Title: Sales Rep

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