



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
EBA165

PAGE
1

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

VENDOR

Logic Innovations
Attention: Suzana Brady
9980 Carroll Canyon Road, Suite 100
San Diego, CA 92131-1106

SHIP TO

EDUCATIONAL BROADCASTING
AUTHORITY
600 CAPITOL STREET
CHARLESTON, WV
25301-1223 304-558-3400

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 08/20/2008 | | | | |

BID OPENING DATE: **09/30/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|--------|--|------------|--------|
| 0001 | 1 | LS | 205-16 | <p>THE WV PURCHASING DIVISION, FOR THE AGENCY, WV EDUCATIONAL BROADCASTING, IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE AN ATSC COMPLIANT MULTIPLEXING/RE-MULTIPLEXING/PSIP GENERATING SYSTEM.</p> <p>ATTACHMENTS: SPECIFICATIONS PURCHASING AFFIDAVIT</p> <p>INQUIRES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 9/11/2008. 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 ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p>SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SHELLY.L.MURRAY@WV.GOV</p> | | |
| | | | | MULTIPLEXING / RE-MULTIPLEXING GENERATING SYSTEMS | | |

RECEIVED
 08 SEP 15 AM 9:32
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------------------|-----------------------------------|----------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 858 805 6300 | DATE 9/8/2008 |
| TITLE UP, Enterprise Video | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover 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 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.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case 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



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VENDOR

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 Attention: Suzana Brady
 9980 Carroll Canyon Rd, Suite 100
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| <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING 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</p> | | | | | | |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
| SIGNATURE <i>Suzana Brady</i> | | | | TELEPHONE 858 8056300 | DATE 9/2/2008 | |
| TITLE | | | | ADDRESS CHANGES TO BE NOTED ABOVE | | |

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| <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Fred J. Kibler* TELEPHONE **858 805 6300** DATE **9/8/2008**

TITLE *VP, External Affairs* FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

Logic Innovations
 Attention: Suzana Brady
 9980 Carroll Canyon Rd, Suite 100
 San Diego, CA 92131-1106

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| <p>ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Logic Innovations</u></p> <p>DATE: <u>9/8/2008</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>VP, Enterprise Video</u></p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: [Signature] TELEPHONE: 858 805 6300 DATE: 9/8/2008

TITLE: VP, Enterprise Video FEIN: _____ ADDRESS CHANGES TO BE NOTED ABOVE

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ROBERT V. ROBERTS

Logic Innovations
 Attention: Suzana Brady
 9980 Carroll Canyon Rd, Suite 100
 San Diego, CA 92131-1106

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| <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</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 / FILE 31</p> <p>RFQ. NO.: EBA165</p> <p>BID OPENING DATE: 09/30/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p> | | | | | | |

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| SIGNATURE | TELEPHONE | DATE | |
| <i>[Signature]</i> | 858 805 6300 | 9/8/2008 | |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |
| <i>[Signature]</i> | | | |

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|--|----------|-----|--------|-------------|------------|--------------------|
| TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ EBA165 ***** TOTAL: _____ | | | | | | Fax (858) 805-6340 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **858 805 6300** DATE: **9/8/2008**

TITLE: *[Signature]* FEIN: _____ ADDRESS CHANGES TO BE NOTED ABOVE

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West Virginia Public Broadcasting is requesting quotes on an ATSC compliant multiplexing-re-multiplexing/PSIP generating system. This system will accept up to eight ASI streams plus TCP/IP data and generate a broadcast-ready stream for transport to our transmitters. All software, hardware, cabling, and support will be awarded to a single vendor.

A trade-in allowance as a purchase option is requested.

1. General Requirements

1.1. West Virginia Public Broadcasting operates a Network Operating Center which provides programming to 3 full power DTV transmitters and 8 translators. Multiple programs are multiplexed and transported to the associated transmitters.

1.2. Vendor is requested to provide an "end to end" solution as described in Section 2 "Scope."

1.2.1. Three primary tasks will be performed by the system

1.2.1.1. Program multiplexing/re-multiplexing

1.2.1.2. PSIP generation and insertion

1.2.1.3. Traffic system interface

1.3. All equipment shall be factory new and shall not be used, refurbished, or B-stock.

2. Scope

2.1. Multiplexer/Re-multiplexer

2.1.1. The multiplexer/re-multiplexer shall accept a multiplexed ASI stream from existing encoders and multiplexer, along with 7 additional ASI sources, plus 1 (one) TCP/IP interface; for PSIP data

provided by a vendor-supplied sub-system (total of 9 individual inputs.) Inputs shall be re-multiplexed onto a single ASI output capable of output rates up to 90 Mbps.

2.1.1.1. The existing encoders and multiplexers are:

2.1.1.1.1. Two Harmonic MV-40 Encoders

2.1.1.1.2. One Harmonic MV-45 Encoder

2.1.1.1.3. One Harmonic MV-450 Encoder

2.1.1.1.4. One Harmonic MN-20 Multiplexer

2.1.1.1.4.1. Multiplexer also performs statistical multiplexing

2.1.2. The multiplexer/re-multiplexer shall have internal memory storage to ensure continuation of PSIP broadcast in the event of a PSIP generator failure.

2.1.3. The multiplexer/re-multiplexer shall be capable of multiplex bandwidth management and overflow prevention.

2.1.4. The multiplexer/re-multiplexer should be configured via standard web browser and front panel.

2.1.5. Multiplexer/re-multiplexer should be capable of IP data encapsulation/de-encapsulation.

2.2. PSIP Generator

2.2.1. Vendor shall provide a PSIP generator.

2.2.1.1. PSIP generator shall be ATSC A65C compliant.

2.2.1.2. PSIP generator shall produce all necessary tables to provide static and dynamic PSIP for a minimum of four minor channels.

2.2.1.3. PSIP generator shall be capable of 4 days of Electronic Program Guide.

2.2.1.3.1. PSIP Generator shall extract EPG tables from existing traffic system.

2.2.1.3.1.1. Existing traffic system generates Protrack XML files.

2.2.2. PSIP Generator interface to multiplexer/re-multiplexer shall be TCP/IP.

3. Integration

3.1. All hardware, software, interconnecting cables and devices, standard EIA 19" rack mounting hardware, power supplies and cables shall be provided by the vendor.

3.1.1. All power supplies shall be internal to the equipment.

3.2. All hardware shall mount in a standard 19" rack, provided by West Virginia Public Broadcasting.

4. Installation and support

4.1. Vendor shall provide telephone support for initial installation and programming.

4.2. Vendor shall provide 24 hour toll free technical support for all hardware and software for a minimum of five years.

4.3. Vendor shall provide a minimum of one year parts and labor warranty.

5. Future upgrades

5.1. The multiplexing-re-multiplexing/PSIP generating system shall be field upgradeable in both hardware and software to accommodate revisions in industry standards and addition of services.

6. Trade-in Allowance Options

6.1. Vendor is requested to provide a "trade in allowance for existing multiplexer/re-multiplexer and PSIP generator.

6.1.1. Current Multiplexer/re-multiplexer is a Thompson Grass Valley "Amber".

6.1.2. Current PSIP generator is a Thompson Grass Valley "Pearl".

6.2. Quote shall list trade in allowance separately, as an option.

7. Definitions

7.1. ASI Asynchronous Serial Interface - (ASI) - (1) A streaming format like an MPEG Transport Stream (MPEGTS). It can contain a single program or be a multiplex of multiple programs, each consisting of video, audio and associated tables.

7.2. ATSC The Advanced Television Systems Committee, Inc., is an international, non-profit organization developing voluntary standards for digital television. The ATSC member organizations represent the broadcast, broadcast equipment, motion picture, consumer electronics, computer, cable, satellite, and semiconductor industries. Specifically, ATSC is working to coordinate television standards among different communications media focusing on digital television, interactive systems, and broadband multimedia communications. ATSC is also developing digital television implementation strategies and presenting educational seminars on the ATSC standards.

7.3. PSIP Program and Service Information Protocol is a small collection of tables designed to operate within every Transport Stream (TS) for terrestrial broadcast of digital television. Its purpose is to describe the information at the system and event levels for all virtual channels carried in a particular TS. Additionally, information for analog channels as well as digital channels from other Transport Streams may be incorporated. There are two main categories of information in the ATSC PSIP Standard, system information and program data. System information allows navigation and access of

the channels within the DTV transport stream, and the program data provides necessary information for efficient browsing and event selection. Some tables announce future events and some are used to locate the digital streams than make up an event. The PSIP data are carried via a collection of hierarchically arranged tables.

8. Shipping, delivery, and invoicing

8.1. Vendor shall provide shipping

8.1.1. Delivery shall be to:

WVPBS

124 Industrial Park Road

Beaver WV, 25813

Attn: Jeremy Scott 304-254-7865

8.2. All invoices shall be itemized as to cost

8.3. All invoices shall be sent to:

West Virginia Public Broadcasting

600 Capitol St.

Charleston, WV 25301

Attn. Steve Chapman

EBA165 PSIP Generating System Pricing Page

| | |
|--|--------------------|
| PSIP Generating System Base Bid | \$ <u>29880.00</u> |
| Optional Trade-in allowance "Amber" | \$ <u>—</u> |
| Optional Trade-in allowance "Pearl" | \$ <u>—</u> |
| Total (Base Bid minus Trade-in Allowance) | \$ <u>29880.00</u> |

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: Logic Innovations
Authorized Signature: [Signature] Date: 8/8/2008



9980 Carroll Canyon Road, Suite 100
San Diego, CA 92131-1106

QUOTATION

REFER TO THESE
NUMBERS IN ALL
CORRESPONDENCE:

LOGIC INNOVATIONS QUOTATION #
WV090808-SB

CONTRACT/AGREEMENT #

DIRECT ORDERS AND INQUIRIES TO:
Suzana Brady
Phone: 1-828-684-8106
FAX: 1-858-805-6340
e-mail: sbrady@logici.com

CUSTOMER
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Telephone: 304-558-8801
FAX:
E-Mail: shelly.l.murray@wv.gov

DATE
September 8, 2008

**THIS QUOTATION WILL BE
VALID UNTIL**
October 20, 2008

CREDIT TERMS (UPON APPROVAL by Finance)
Net 30 days.

CUSTOMER CONTACT
Shelly Murray

SHIPPING TERMS
FOB LII, San Diego, CA

| ITEM | QTY | UNIT | ITEM / OPTION | DESCRIPTION | AVAIL. IN WEEKS | NET UNIT* PRICE | Extended PRICE |
|-----------------|-----|------|--------------------|---|--------------------|--------------------|---------------------|
| 1 | 1 | EA | TSM-2800-8 | Transport Stream Multiplexer, Model 2800 (8 input ports) Includes 1 year of hardware warranty and software maintenance and 5 years of technical phone support. | 2 | \$ 13,500.00 | \$ 13,500.00 |
| 2 | 1 | EA | PSIP Generator | DTV Innovations PSIP Base System Solution includes: PSIP Pro Software, Logic Innovations Interface for PSIP, PSIP PC (Dell PowerEdge R200 2.8GHz, 1 GB DDR2 RAM, Windows XP, 80 Gig Harddrive), PC Integration and Setup. | 3 | \$ 11,700.00 | \$ 11,700.00 |
| 3 | 1 | EA | PSIP Support SVC-5 | PSIP Pro Annual Support Contract Includes 5 years of product support. | N/A | \$ 4,550.00 | \$ 4,550.00 |
| 4 | 1 | EA | Shipment | Shipment to the State of West Virginia | ASAP | \$130.00 | \$130.00 |
| 5 | 1 | EA | OPT-IPE-3000-5 | OPTIONAL: IP Encapsulator, Model 3000 (up to 5 mbps) The IP Encapsulation functionality is available but if needed, it will require an external IP Encapsulator unit. Includes 1 year of hardware warranty and software maintenance. | 2 | \$10,800.00 | |
| SUBTOTAL | | | | | | | \$ 29,880.00 |

*NOTE: The IP Encapsulation functionality is possible but will require an external IP Encapsulator unit.

This document is subject to and includes the terms and conditions of the agreement identified above or, if no such agreement is so identified, the General Terms and Conditions of Sale follow on separate page, and any exhibits identified herein and/or attached hereto. In case of conflict, the order of precedence shall be (1) terms appearing on the face of this document, (2) terms appearing in any exhibits identified herein and/or attached hereto, and (3) the terms and conditions of the agreement identified above or the General Terms and Conditions of Sale follow on a separate page, which ever is applicable.

Logic Innovations software products are furnished subject to a separate license agreement, a copy of which may be obtained from the Logic Innovations sales office.

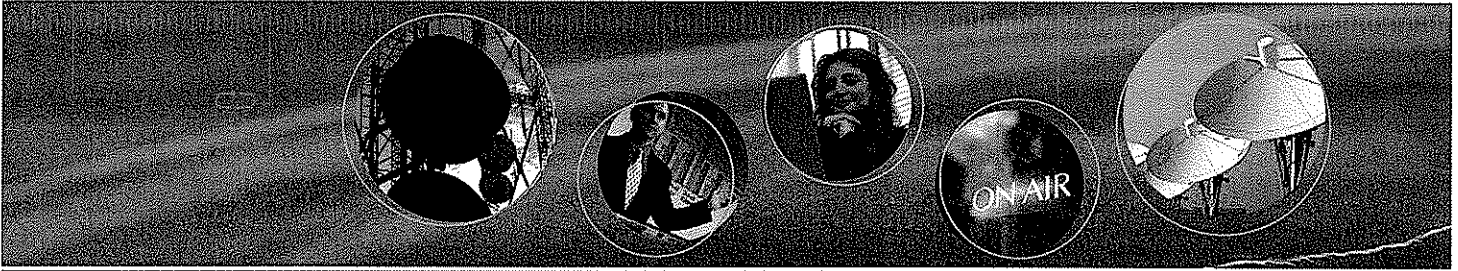
Unless otherwise indicated therein, Logic Innovations quotations are valid for thirty (30) days from the date of issuance.

Prices quoted herein may include quantity and/or volume discounts. Orders resulting from this quote for quantities other than stated herein will be priced accordingly.

These commodities are subject to U.S. export control regulations.

| | | |
|-------------------------------|-------------------|------|
| Accepted by: <i>Signature</i> | | PO#: |
| | <i>Print Name</i> | |

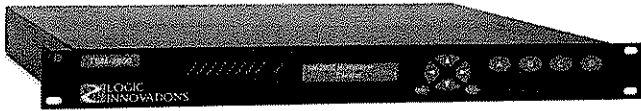
THANK YOU FOR YOUR INTEREST IN LOGIC INNOVATIONS PRODUCTS.



Delivering Content Efficiently and Affordably

Transport Stream Re-multiplexer TSM-2800

Overview



Logic Innovations' second generation eight-input Transport Stream re-Multiplexer provides extensive table processing and stream grooming capabilities for combining and manipulating streams. Support for opportunistic data and PSIP insertion provide operators with the ability to tailor streams for local broadcasts and fully utilize available bandwidth.

Applications

ATSC & DVB Terrestrial Broadcast – Combines and grooms streams from multiple sources including encoders, video servers, and data sources into a single output transport stream. PSIP/SI Insertion is supported w/ either an external generator (ASI or Ethernet).

DVB Satellite – Combines multiple input channels into a single output for improved transponder utilization.

CATV – Combines input from multiple transponders for insertion into CATV trunk.

Capabilities

- Combines HDTV, SDTV, PSIP, data, and multi-program transport streams into a single output multiplex
- Transport stream and channel re-branding, including network information
- Automatic PID conflict resolution
- Provides a universal "post insertion" capability for inserting externally generated tables (PSIP, SI, RCS)
- Support for PSIP insertion over ASI or Ethernet
- Blocks irrelevant or unwanted programs and associated program data
- Configurable output data rate for re-rating based on requirements
- NCR generation for RCS applications
- Spanish language support

Key Features

Multiple Input and Output Options

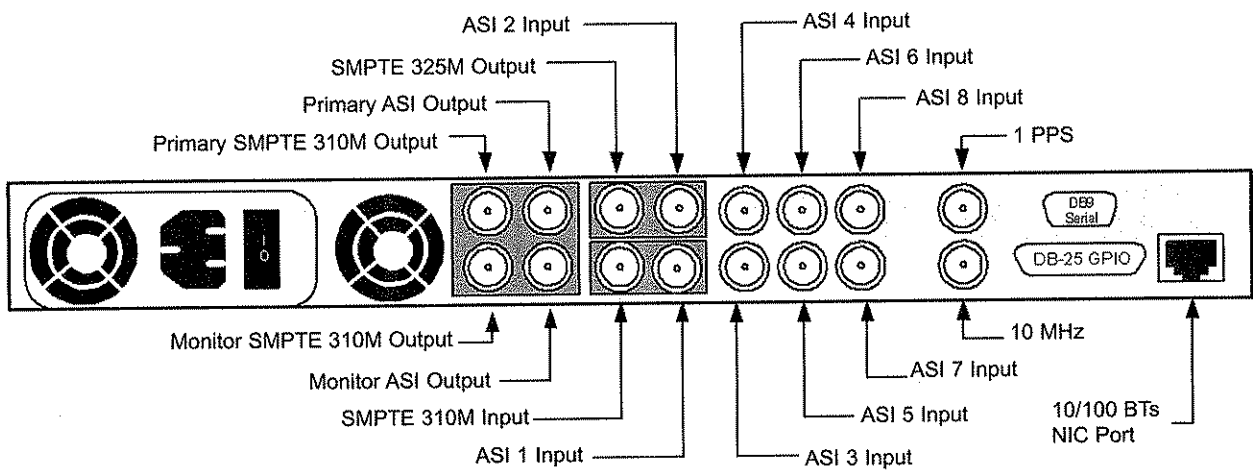
- Up to eight input ports
- Input port #1 also supports SMPTE 310M
- Dual DVB-ASI and SMPTE 310M output ports
- DVB-ASI outputs mirror SMPTE 310M content
- SMPTE 310M interfaces operate at 19.392658 or 38.7853 Mbps
- One ASI/SMPTE 325M flow control output for opportunistic data insertion
- Multiple time source options for time-table re-stamping (sources include SNTP or ATSC/DVB time-tables on input)
- 10 MHz and 1PPS inputs for NCR clock synchronization

Easy to Configure and Manage

- Front panel control for local operation
- Web-based graphical user interface
- SNMP remote management

TSM-2800 Technical Specifications

| | Input Specifications | Output Specifications |
|------------------------------------|--|--|
| Number of Transport Streams | 9 | 1 repeated on dual ASI ports and dual SMPTE 310M ports, if activated |
| Interfaces | 8 Max 7 dedicated ASI 1 selectable ASI or SMPTE 310M 1 PSIP over Ethernet | 4 Max, configuration dependent 2 dedicated ASI 2 selectable SMPTE 310M 1 dedicated ASI SMPTE 325M |
| ASI Data Rates | to 213 Mbps, ASI burst or spread mode | to 213 Mbps, ASI spread mode |
| SMPTE 310M Rates | 19.39 or 38.78 Mbps | 19.39 or 38.78 Mbps |
| Fault, Inputs and Output | Isolated Short/Open Detect, Common DB-25 connector | Summary Form C contact |



Network Specifications

Interfaces: Single 10/100 Base-TX Ethernet port (RJ-45)
Web-based GUI with SNMP remote management

Physical Characteristics

Enclosure: 19" Rack-mount, 1RU high
Size: 1.75" (4.45 cm) high x 17" (43.18 cm) wide x 15.5" (39.37 cm) deep
Weight: 12.5 lbs

Environmental Specifications

Compliance: CB, CE, FCC, RoHS, and UL/cUL
Temperature: 32 °F -o 113 °F (0 °C - 45 °C)
Humidity: 5 % - 95 % non-condensing
Shock: 3.5 g @ 10 ms duration
Vibration: 0.5g @ 22 - 100 Hz
Power: 85 - 265 VAC, 50 - 60 Hz auto-sensing, <50 watts
Air flow: Side inlet to back forced air



Logic Innovations

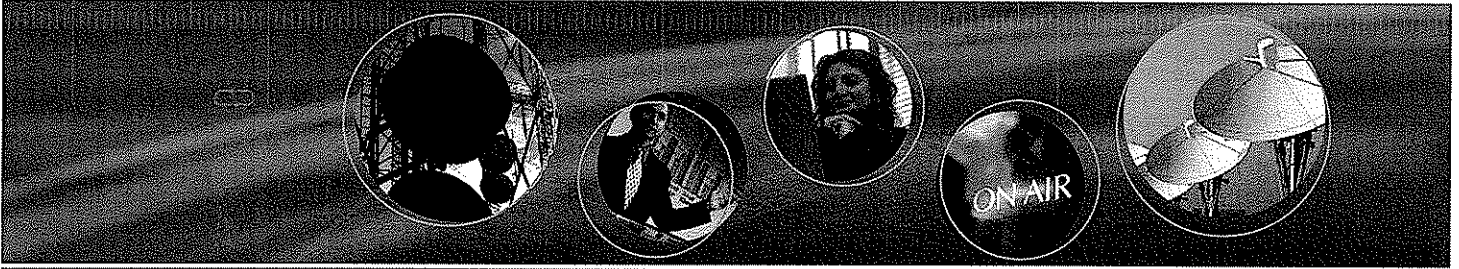
9980 Carroll Canyon Road, Suite 100, San Diego, CA 92131
Toll-free: 888.345.6442 Phone: 858.805.6300 Fax: 858.805.6340
sales@logici.com • www.logici.com

About Logic Innovations

Logic Innovations products enable delivery of IP-based, rich media services over broadband networks. Areas of expertise include digital audio/video and data communications technologies such as MPEG, DVB, and ATSC.

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Logic Innovations is a registered trademark of Kratos Defense & Security Solutions, Inc.



Connecting Data to Decisions

IP Encapsulator (IPE-3000)

Overview



Logic Innovations' IPE-3000 is a solid-state, fully embedded IP Encapsulator. The IPE-3000 provides the necessary link between IP networks and broadband networks, enabling cost-effective point to multipoint content delivery. Logic Innovations' IPE-3000 receives IP packets from an Ethernet connection and encapsulates selected packets into an MPEG-2 transport stream per DVB or ATSC specifications. Once the IPE-3000 has encapsulated the data, it forwards the data packets based on the user-defined routing tables and performs Quality of Service (QoS) on a route-by-route basis. The output transport stream can then be forwarded to a multiplexer or directly to a modulator for the high-performance and cost-saving transmission of IP data over cable, satellite or terrestrial networks.

Key Features

License Based Performance Options

- Available in 5, 10, 20, 32, 73, and 100 Mbps models
- Field upgradeable via a software license

Incorporated Quality of Service (QoS) Function

- Assigns an individual bandwidth limit and guarantee to each route
- Allows the sharing of unused bandwidth between active routes
- Functions similar to frame relay QoS models
- Compatible with external QoS systems by allowing users to disable internal QoS

Reliable in Any Environment

- Provides ultra-high reliability with a diskless embedded operating system
- Maintains an easy-to-operate graphical user interface
- Reduces potential interruptions with an all solid-state construction
- Performs in high-vibration environments with its ruggedized chassis

Maximizes Bandwidth Utilization with FlowControl Feature

- Controls data flow from content servers for opportunistic data insertion
- Reports buffer status to enable real-time adjustments in the transmit bit rate from the server
- Enhances bandwidth usage
- Prevents loss data due to buffer overruns

SMPTE 325M Support

- Provides a feedback path to support opportunistic data insertion
- Allows data to be output at varied bit rates filling available space in an existing MPEG-2 stream
- Interfaces directly to Logic Innovations Transport Stream Multiplexers

Flexible Configuration and Management Options

- Offers a superior IP-oriented graphical user interface for ease of use
- Supports SNMP remote configuration and management
- Front panel LCD with navigation keys

Guaranteed Interoperability

- Conforms to DVB and ATSC standards
- Compatible with all major DVB and ATSC receivers including the Logic Innovations Edge Appliance line.
- Works in concert with industry standard IP multicast applications
- Provides direct connections to a wide range of transmission equipment

Dependable Redundancy Support

- Provides one-for-one redundancy with minimal switching strategy
- Standby unit automatically mirrors the configuration of the active unit
- Supports layer-2 IP redundancy via "Virtual IP address"
- Supports layer-3 IP redundancy via RIP announcements
- Supports chain redundancy
- Contact closure on fault for external switch (component redundancy)
- Interfaces directly to Logic Innovations RS-1100 redundancy switch

Secure Data Transmission with Optional IP-level Encryption Module

- Imposes minimal in-band overhead
- AES-128 encryption
- Works with both Unicast and Multicast applications

IPE-3000 Technical Specifications

Data Throughput Configurations:

| | |
|----------------------|--|
| (Field upgradeable) | 5 Mbps |
| | 10 Mbps |
| | 20 Mbps |
| | 32 Mbps |
| | 73 Mbps |
| | 100 Mbps |
| IP Packet Throughput | 50,000 PPS |
| Number of PIDs | 8192 |
| Output Data Format | MPE DSM-CC datagram sections and data piping (EN 301 192 and ATSC A/90 compliant) |
| Input Interface | 10/100/1000 Base-TX |
| SNMP | MIB-II |

Network Specifications

Interfaces: Dual 10/100/1000 Base-TX Ethernet ports (RJ-45)
Windows-based GUI

Physical Characteristics

Enclosure: 19" Rack-mount, 1RU high
Size: 1.75" (4.5 cm) high x 17" (43.2 cm) wide x
16" (40.6 cm) deep
Weight: 20 lbs (9.53 Kg)

| | |
|------------|---|
| IGMP | Version 2 |
| PSI Tables | PAT/PMT |
| Encryption | AES-128 |
| IPCopy | MAC address is derived from IP address |

Output Interface Specifications

| Output Interface | Max Data Rates | Connectors |
|--------------------------------|----------------|------------|
| DVB-ASI | 213 Mbps | BNC (2) |
| SMPTE 325M (bi-directional) | 200 Mbps | BNC (2) |

Contact Logic Innovations for information on upgrades from IPE-2500 to IPE-3000

All trademarks are the property of their respective owners.

All specifications are subject to change without notice.

Security

AES-128 Encryption

Environmental Specifications

Compliance: FCC, CE, and UL
Temperature: 32 °F - 113 °F (0 °C - 45 °C)
Humidity: 5 % - 95 % non-condensing
Shock: 3.5 g @ 10ms duration
Vibration: 0.5g @ 22 - 100 Hz
Power: 85 - 250 VAC, 50 - 60 Hz auto-sensing, <100 watts



Logic Innovations

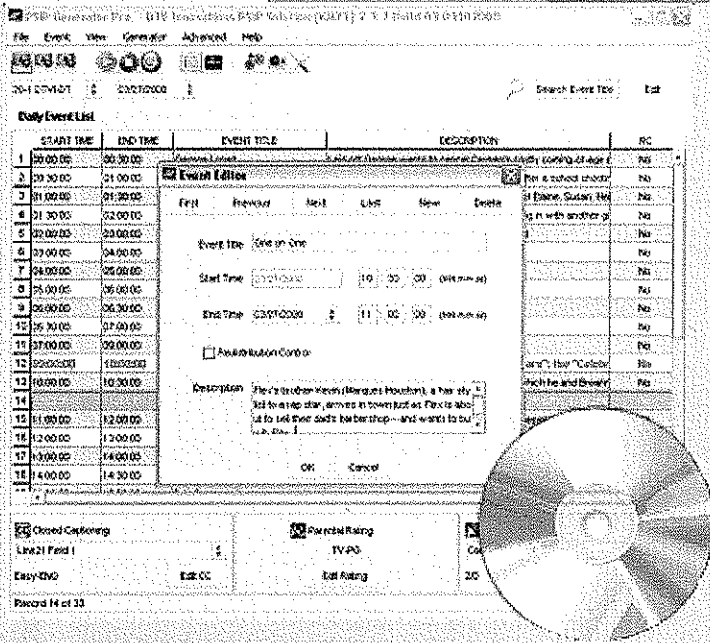
9980 Carroll Canyon Road, Suite 100, San Diego, CA 92131
Toll-free: 888.345.6442 Phone: 858.805.6300 Fax: 858.805.6340
sales@logici.com
www.logici.com • www.systechnologies.com

About SYS Technologies

SYS Technologies products enable delivery of IP-based, rich media services over broadband networks. Areas of expertise include digital audio/video and data communications technologies such as MPEG, DVB, and ATSC.

PSIP Pro

Dynamic Electronic Program Guide



Meets FCC Mandates and Reports & Orders including Accuracy Requirements (A/65C) & AC-3 audio stream language signaling descriptor requirements (A/53).

Seamless Integration with major brand Encoders & Multiplexers

Low Transport Stream Bandwidth Utilization

Reliable, easy to use & complete, cost effective system

Provides all ATSC PSIP & PSI Tables

DVB-ASI and IP Output Interfaces available

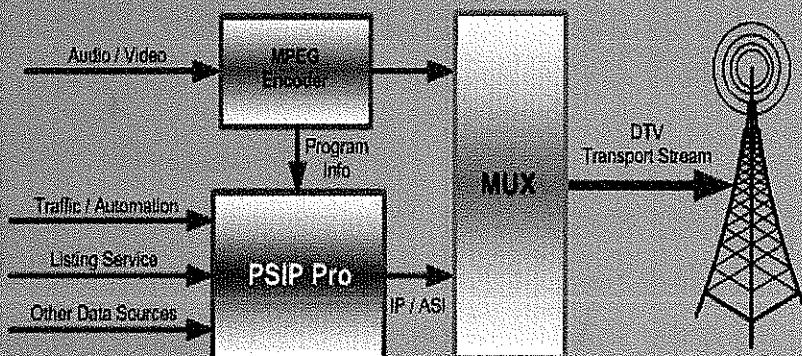
A COMPLETE PSIP SOLUTION

DTV Innovation's PSIP Pro is an accurate, easy to use, feature rich software solution. It contains advanced capabilities and a user-friendly graphic interface at a cost effective, entry level price. It meets all FCC requirements, and supports ATSC recommended practices. The PSIP Pro is the system of choice by television station broadcasters who are looking for a proven system at an affordable price.

PSIP Pro provides a comprehensive list of interfaces to most major brand MPEG-2 encoders and multiplexers.

DTV's PSIP Pro has an easy-to-use software GUI that allows generation, editing, navigation, and searching of DTV program schedules. It includes advanced functionality such as recurring events, default events, search event gaps, search event overlap and event over-run control. PSIP Pro was designed as a robust PSIP system while minimizing user input time in set up and administration.

PSIP Pro utilizes less than 300 kbps in transport stream bandwidth (for up to 14 days of data) leaving broadcasters with more available bandwidth to add additional virtual or mobile channels.



PMCP (Programming Metadata Communications Protocol – ATSC A/76) is available with DTV's PSIP Pro. Utilizing PMCP, DTV enables broadcasters to interface PSIP with their Traffic/Automation/Listing Services which allows for the broadcast of current, accurate PSIP data.



PSIP Pro

Dynamic Electronic Program Guide

Highlights

| | |
|--|--|
| All ATSC PSIP and PSI (PAT & PMT) Tables | Manual Event Editing and Scheduled EPG Imports from Traffic and Listing Services |
| Dynamic PSIP solution with Accuracy (FCC 3rd R & O) | Event Overrun / Gap Management, Recurring and Default Background Event |
| ATSC Recommended Practice (A/65C) | EPG Export in HTML or XML |
| Bandwidth Utilization as low as 50 kbps, up to 300 kbps* | Full PMCP (A/76) Support |
| Support both Terrestrial and Cable PSIP application | Multiple Source Ingest with Merge |
| Special Features | Service Information |
| Output Data Stream Monitoring | Unlimited Virtual Channel |
| Multiple Language Support (Spanish, French, and Korean) | Closed Caption, AC-3 Audio, and Content Advisory Descriptors |
| Accurate Output Streaming Control | Broadcast Flag for Redistribution Control Descriptor |
| Automatic Restart upon System Reboot / Failure | Inactive Channel / Hide Guide Support |
| Remote Web Interface | Unlimited Digital Services per Channel |
| Instant Notification via Email and Cell Phone Text Messaging | EPG (EIT & ETT) coverage: 12 hrs (ATSC minimum) up to 16 days |
| Redundancy Configuration | Additional Analog and Digital Services |
| I/O | System Requirements |
| IP or ASI Upstream Insertion | Windows 2000/XP Pro/Server OS |
| 310M, ASI, or IP Downstream Insertion | Intel Pentium - 4 2.8 Ghz or higher processor |
| Synchronization with Encoder or Multiplexer | 512 MB Memory (1 GB is recommended) |
| Data Carouseling with Flexicoder, NetVx, Logic Innovations TSM | 10/100 BaseT Ethernet Interface |
| Real Time Synchronization with Automation Systems | PCI/PCI-X Extension Slot (Optional ASI Board) |

DTV PRODUCTS

- Dynamic PSIP Pro
- DTVi Integrated Solution
- PMCP
- Two Input Multiplexer PCI Card
- Transport Stream Converter
- Automatic Changeover Switch
- Transport Stream Date Insertion PCI Card

VISION + INNOVATION

DTV Innovations, LLC 1208 W. Northwest Hwy Palatine, IL 60067 P 847.919.3550 dtvinnovations.com



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
 EBA165

PAGE
 1

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

VENDOR

Logic Innovations
 Attention: Suzanna Brady
 9980 Carroll Canyon Road, Suite 100
 San Diego, CA 92131-1106

SHIP TO

EDUCATIONAL BROADCASTING
 AUTHORITY
 600 CAPITOL STREET
 CHARLESTON, WV
 25301-1223 304-558-3400

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/16/2008 | | | | |

BID OPENING DATE: 09/30/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| ----- ADDENDUM NO. 1 ----- | | | | | | |
| THIS ADDENDUM IS ISSUED TO ADDRESS QUESTIONS RAISED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 9/11/2008 AND TO REPLACE THE VENDOR PREFERENCE CERTIFICATE FROM THE ORIGINAL REQUEST FOR QUOTATION WITH THE ATTACHED VENDOR PREFERENCE CERTIFICATE. | | | | | | |
| ATTACHMENTS: QUESTIONS AND ANSWERS VENDOR PREFERENCE CERTIFICATE | | | | | | |
| THE BID OPENING DATE REMAINS: 9/30/2008 | | | | | | |
| 0001 | 1 | LS | | 205-16 | | |
| MULTIPLEXING / RE-MULTIPLEXING GENERATING SYSTEMS | | | | | | |
| EXHIBIT 10 | | | | | | |
| REQUISITION NO.: EBA165 | | | | | | |
| ADDENDUM ACKNOWLEDGEMENT | | | | | | |
| I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. | | | | | | |
| ADDENDUM NO. 'S: | | | | | | |

RECEIVED
 08 SEP 26 PM 1:34
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover 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 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.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case 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



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 |
| EBA165 |

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| PAGE |
| 2 |

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

VENDOR

Logic Innovations
 Attention: Suzana Brady
 9980 Carroll Canyon Rd, Suite 100
 San Diego, CA 92131-1106

SHIP TO

EDUCATIONAL BROADCASTING
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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
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| 09/16/2008 | | | | |

BID OPENING DATE: 09/30/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|-------------------------------------|-------------|------------|--------|
| NO. 1 | ✓ | FKK | | | | |
| NO. 2 | | | | | | |
| NO. 3 | | | | | | |
| NO. 4 | | | | | | |
| NO. 5 | | | | | | |
| No Revision Necessary | | | | | | |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> | | | | | | |
| RECEIVED 08 SEP 26 PM 1:34 PURCHASING DIVISION STATE OF WV | | | <i>[Signature]</i> SIGNATURE | | | |
| | | | <i>Logic Innovations</i> COMPANY | | | |
| | | | <i>Sept. 19, 2008</i> DATE | | | |
| REV. 11/96 ----- END OF ADDENDUM NO. 1 ----- | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover 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 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.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case 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