

724.779.8694
888.836.2050 (TECHNICALSUPPORT)
WWW.IPLOGIC.COM

STATE OF WEST VIRGINIA HOMELAND SECURITY

&

EMERGENCY MANAGEMENT HSE-09002 VIDEO CONFERENCE UNIT RFQ

SCOPE OF WORK

Prepared for:

JOHN ABBOTT / HSE09002 / VIDEO CONFERENCE

Prepared By:

RECEIVED

2008 SEP 10 A 10:22

PROCUREMENT DIVISION
STATE OF WV



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Charles Shanahan
Account Executive

August 28, 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**

RFQ NUMBER
HSE09002

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

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100 Allegheny Drive
 Suite #202
 Warrendale, PA 15086

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HOMELAND SECURITY & EMERGENCY
 MANAGEMENT, DIVISION OF
 BUILDING 1, ROOM EB80
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0360 304-558-5380

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|-----|---------------|
| 08/14/2008 | | | | |
| BID OPENING DATE: 09/10/2008 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|---------------|------------|--------|
| 0001 | 1 | LS | | 725-55-01-001 | | |
| <p>VIDEO CONFERENCING EQUIPMENT</p> <p>CONTRACT TO PROVIDE VIDEO CONFERENCING EQUIPMENT FOR THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT, PER THE SPECIFICATIONS.</p> <p>MANDATORY PRE-BID 08/26/2008; 10:30 AM WV DIV. OF HOMELAND SECURITY 1900 KANAWHA BLVD. MAIN CAPITOL BLDG. (#1) ROOM EB-80 (EAST WING BASEMENT) CHARLESTON, WV 25305</p> <p>CONTACT LISA SPECIALE AT 304-558-5380 TO CONFIRM ATTENDANCE.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---|-----------------------------------|----------------|
| SIGNATURE <i>Laura L. Suber</i> | TELEPHONE 724-779-8672 | DATE 9-8-08 |
| FILE <i>Director Sales/20-268-8205</i> | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract 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 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.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
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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Contract Administration Computer Based



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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**Request for
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RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF
 JOHN ABBOTT
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR



100 Allegheny Drive
 Suite #202
 Warrendale, PA 15086

SHIP TO

HOMELAND SECURITY & EMERGENCY
 MANAGEMENT, DIVISION OF
 BUILDING 1, ROOM EB80
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0360 304-558-5380

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BID OPENING DATE: 09/10/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Dr. Sales</i> | TELEPHONE 724-779-8672 | DATE 9-8-08 |
| TITLE Dr. Sales | FON 20-268-8205 | ADDRESS CHANGES TO BE NOTED ABOVE |

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State of West Virginia
 Department of Administration
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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

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MODERNITY



100 Allegheny Drive
 Suite #202
 Warrendale, PA 15086

SPECIAL

HOMELAND SECURITY & EMERGENCY
 MANAGEMENT, DIVISION OF
 BUILDING 1, ROOM EB80
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0360 304-558-5380

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| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| <p>IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE % BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---|----------------------------------|-----------------------------------|
| SIGNATURE <i>Lawrence J. [Signature]</i> | TELEPHONE 724-779-9672 | DATE 9-8-08 |
| OFFICE Dir. Sales & Marketing | FAX 20-268-8205 | ADDRESS CHANGES TO BE NOTED ABOVE |

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



State of West Virginia
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Request for Quotation

RFQ NUMBER:
HSE09002

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIPPED TO



100 Allegheny Drive
 Suite #202
 Warrendale, PA 15086

SHIPPED TO

HOMELAND SECURITY & EMERGENCY
 MANAGEMENT, DIVISION OF
 BUILDING 1, ROOM EB80
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0360 304-558-5380

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
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| <p>ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 724-779-8622 | DATE 9-8-08 |
| TITLE Dir. Sales & Mktg | FAX 20-268-8205 | ADDRESS CHANGES TO BE NOTED ABOVE |

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



State of West Virginia
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Request for Quotation

RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF
 JOHN ABBOTT
 304-558-2544

RFQ COPY
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RFQ COPY



100 Allegheny Drive
 Suite #202
 Warrendale, PA 15086

RFQ COPY

HOMELAND SECURITY & EMERGENCY
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 BUILDING 1, ROOM EB80
 1900 KANAWHA BOULEVARD, EAST
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| <p>PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1 NA.....</p> <p>NO. 2 NA.....</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 724-779-8694 DATE: 9-8-08

DR Sales: *[Signature]* FEIN: 20-268-8205 ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
 JOHN ABBOTT
 304-558-2544

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Plologic
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100 Allegheny Drive
 Suite #202
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SHIP TO

HOMELAND SECURITY & EMERGENCY
 MANAGEMENT, DIVISION OF
 BUILDING 1, ROOM EB80
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| NO. 3 | | NA | | | | |
| NO. 4 | | NA | | | | |
| NO. 5 | | NA | | | | |

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

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.

Lauren J. Fube SIGNATURE
 I. Plologic, Inc COMPANY
 9-8-08 DATE

REV. 11/96

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.

| | | | |
|---|---------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>Lauren J. Fube</i> | TELEPHONE 724.779.8672 | DATE 9-8-08 | |
| TITLE Sales - Marketing | FEIN 20-268-8205 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| JOHN ABBOTT |
| 304-558-2544 |

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Vendor

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| <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ... <i>IP LOGIC / TR SERVICES</i> ...</p> <p>CONTRACTORS LICENSE NO: ... <i>10081521</i> ...</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> | | | | | | |

| | | | |
|---|------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>Theresa...</i> | TELEPHONE 724-779-8672 | DATE 9-8-08 | |
| TITLE <i>Dir. Sales & Marketing</i> | FEIN 20-268-8205 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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|------|----------|-----|--------|-------------|------------|--------|

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: JOHN ABBOTT-----

REQ. NO.: HSE09002-----

BID OPENING DATE: 9/10/08-----

BID OPENING TIME: 1:30 PM-----

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

724 779-7260-----

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:

Chuck Shanahan (724) 779-8624-----

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Laurel J. Sube* TELEPHONE **724-779-8672** DATE **9-8-08**

FILE *Dr. Sales - Mitchell* FEIN **20-268 8205** 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
 HSE09002

PAGE
 9

ADDRESS: CORRESPONDENCE TO ATTENTION OF
 JOHN ABBOTT
 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HOMELAND SECURITY & EMERGENCY
 MANAGEMENT, DIVISION OF
 BUILDING 1, ROOM EB80
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0360 304-558-5380

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|-----|---------------|
| 08/14/2008 | | | | |
| BID OPENING DATE: 09/10/2008 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|-----------|
| ***** THIS IS THE END OF RFQ HSE09002 ***** TOTAL: | | | | | | 59,338.97 |
| Fifty-nine Thousand, Three Hundred and Thirty-eight dollars and Nintey-seven cents. | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Lawrence J. Fula* TELEPHONE (724) 779-8672 DATE 9-8-08
 TITLE Dir. Sales & Marketing FERN 20-268-8205 ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATIONS #HSE09002
PURCHASE OF POLYCOM VIDEO CONFERENCING SYSTEM, OR EQUAL

Agency: State of West Virginia
West Virginia Division of Homeland Security and Emergency Mgt
1900 Kanawha Boulevard East
Building One, Room EB80
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

John Abbott, Senior Buyer
Purchasing Division
P.O. Box 50130
Charleston, West Virginia 25305-0130
Fax: (304) 558-4115
John.h.abbott@wv.gov



100 Allegheny Drive
Suite #202
Warrendale, PA 15086

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia Division of Homeland Security and Emergency Management is soliciting quotations for the purchase of one (1) each Polycom PVX v8.0 100-user Conferencing application; VSX 7400e Presenter, with power cam kit; Premier CP-5412D4; firewall/NAT Traversal unit; Premier V2IU 5300-E10; VSX 7400 Presenter kit; Premier VSX7000 series and five (5) VSX Ceiling Microphone arrays; a one-year maintenance agreement, with three (3) one-year renewal options; shipping, delivery and installation.

The vendor must provide operational training for the equipment for a group of staff members, provided on the site of the installation within the listed sixty (60) calendar days from the notice-to-proceed. A minimum of six user guides and instruction manuals must be included.

Any services contracted for prior to receipt of the signed purchase order and notice-to-proceed letter shall be at the Bidder's risk.



100 Allegheny Drive
Suite #202
Warrendale, PA 15086

Technical Specifications

Item #1

Provide Polycom PVX v8.0 PC Conferencing Application 100 users Site License

Item #2 (Emergency Operations Center) (Compliments item #4)

Furnish five (5) VSX Ceiling microphone array to include: Black spherical array with 2'/60cm drop cable, Electronics interface with mounting hardware, wall plate with 10'/3m cable, 30'/9m & 50'/15m plenum cables. Compatible with VSX only. Requires software version 8.5.3 or later.

Item #3(Briefing Room)

Furnish one (1) VSX 7400e presenter system to include: powercam camera, one (1) ceiling microphone array as stated in item #2, ImageShare II, VGA encoder key, People+Content IP, English remote, two (2) Sony, or approved equal 50-inch LCD displays with two (2) wall-mount hardware kits and (1 set) side-mount speakers.

Item #4(Emergency Operations Center)

Furnish VSX 7400e Presenter to include: VSX 7000e, powercam camera, one (1) ceiling microphone array as stated in item #2, ImageShareII, VGA encoder key, People+Content IP, English remoter. Order network modules separately COUNTRY CODE 54, NTSC

Item#5

V2IU 5300-E-10 Firewall/NAT traversal unit for medium to large enterprise locations. This model includes 2x10/100/1000 Ethernet interfaces, a 1x10/100 Ethernet with capacity of 10meg select power cord per region.

Item #6

Provide for a Polycom "Premier Plus Maintenance" service for PVX 7400e series, or equal, for One (1) Year, including on-site labor, next-day parts, software updates, and telephone support. Maintenance service package will be enacted, by change order, beginning upon installation date (as verified by Division of Homeland Security and Emergency Management at the time that all components are installed and tested as operational). Vendor shall provide cost of the initial year, plus costs for the subsequent three years to allow for renewals of the maintenance service.

Bid shall include shipping, delivery and installation at Agency location in Charleston, WV. The bid shall also include all associated costs for insuring the provided equipment is installed and operational, and that Agency personnel are trained on its use (travel, mileage, materials, training, etc.).

Successful vendor must be certified by Polycom as a "certified reseller" for the listed products. Bidders bidding an "Or Equal" brand must be certified resellers of their respective brand.

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.

Equipment as stated or equal.

Cost

See attached Cost Sheet



100 Allegheny Drive
Suite #202
Warrendale, PA 15086

| COST SHEET | | |
|--------------------|--|---------------------|
| Item | Description | Cost |
| 1 | 100 User Conferencing Application System | \$8,450.43 |
| 2 | Ceiling Microphone Array | \$4,302.74 |
| 3 | Presenter System-Briefing Room | \$18,802.44 |
| 4 | Presenter System-Emergency Operations Center | \$10,936.80 |
| 5 | Firewall/NAT Traversal Unit | \$6,573.16 |
| 6 | Maintenance | |
| | Year 1 | \$3,101.07 |
| | Year 2 | \$2,390.78 |
| | Year 3 | \$2,390.78 |
| | Year 4 | \$2,390.77 |
| TOTAL COST: | | \$ 59,338.97 |

[Handwritten Signature]
9-8-05



Price Quotation

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

Bill To:
John Abbott
West Virginia Homeland Security
P.O. Box 50130
Charleston, WV 25305-0130
304-558-4115

Date: August 26, 2008
Quotation #: IPL08262008
Customer ID:
Project Name: WV Homeland Security
Quotation valid until: September 25, 2008
Account Executive: Charles Shanahan
E-mail Address: shanahan@iplogic.com
Prepared by: Michael Pritchard
50% Deposit & 50%
Upon Completion
Terms:
Late Charge: 1.5% per month

This pricing does not include applicable sales tax charges

| Model # | Description | Qty | Unit Price | Total Price |
|-----------------------------|---|-----|-------------|---------------------|
| WV Homeland Security | | | | |
| Item #1 5151-22710-003 | Polycom PVX v8.0 PC Conferencing Application 100 users Site License | 1 | \$ 8,450.43 | \$ 8,450.43 |
| Item #2 2215-23775-001 | VSX Ceiling Microphone Array: Black Spherical Array with 2'60cm drop cable, Electronics Interface with Mounting Hardware, Wall Plate with 10'73m cable, 30'79m & 50'115m plenum cables. Compatible with VSX only. Requires Software version 8.5.3 or later. | 5 | \$ 860.55 | \$ 4,302.74 |
| Item #3 7200-22730-001 | VSX 7400e Presenter: Incl VSX 7000e, PowerCam camera, 1 microphone array, ImageShare II, VGA encoder key, People+Content IP, English remote. Order network modules separately COUNTRY CODE 54, NTSC | 1 | \$ 7,917.71 | \$ 7,917.70 |
| Sharp LC52D64U | Sharp 52" LCD (speakers and tv stand included) | 2 | \$ 2,404.44 | \$ 4,808.88 |
| ACT-PROU | Chief Pitch Adjustable/Tilt Wall Mount | 2 | \$ 177.20 | \$ 354.40 |
| 4870-00001-002 | On-site Installation service for VSX 7000 Series | 1 | \$ 992.34 | \$ 992.34 |
| Item #4 7200-22730-001 | VSX 7400e Presenter: Incl VSX 7000e, PowerCam camera, 1 microphone array, ImageShare II, VGA encoder key, People+Content IP, English remote. Order network modules separately COUNTRY CODE 54, NTSC | 1 | \$ 7,917.71 | \$ 7,917.70 |
| 4870-00001-002 | On-site Installation service for VSX 7000 Series | 1 | \$ 992.34 | \$ 992.34 |
| Item #5 2583-22583-001 | VBP 5300-E10 Firewall/ NAT traversal unit for medium to large enterprise | 1 | \$ 5,580.83 | \$ 5,580.82 |
| 4870-00117-002 | On-site Installation service for VBP 5300-E10 | 1 | \$ 992.34 | \$ 992.34 |
| Item #6 4870-00454-156 | Total Coverage Premier, One Year, PVX 100 user site license | 1 | \$ 1,267.01 | \$ 1,267.01 |
| 4870-00454-336 | Total Coverage Premier, Three Year, PVX 100 user site license | 1 | \$ 3,041.27 | \$ 3,041.26 |
| 4870-00001-156 | Total Coverage Premier, One Year, VSX7000 Series, includes next day parts, 24x7 technical support, software upgrades and updates, unlimited training. | 2 | \$ 550.44 | \$ 1,100.88 |
| 4870-00001-336 | Total Coverage Premier, Three Year, VSX7000 Series, includes next day parts, 24x7 technical support, software upgrades and updates, unlimited training. | 2 | \$ 1,188.18 | \$ 2,372.32 |
| 4870-00117-156 | Total Coverage Premier, One Year, VBP 5300-E10, includes next day parts, 24x7 technical support, software upgrades and updates, unlimited training. | 1 | \$ 733.18 | \$ 733.18 |
| 4870-00117-336 | Total Coverage Premier, Three Year, VBP 5300-E10, includes next day parts, 24x7 technical support, software upgrades and updates, unlimited training. | 1 | \$ 1,758.75 | \$ 1,758.75 |
| | Equipment, Polycom Installation & Coverage Total | | | \$ 52,583.09 |
| KSPEC | IPL Installation, Testing and Warranty | 1 | \$ 6,755.88 | \$ 6,755.88 |
| TOTAL | | | | \$ 59,338.97 |

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



Scope of Work - IPLogic

- A) Install (2) 50" LCD flat-panel monitors, Polycom unit & ceiling mic(s) in Briefing Room.
- B) Integrate Polycom VSX 7400e & ceiling mic(s) in E.O.C. with customer display device.
- C) Install V2IU unit.

Scope of Work - Others

- A) Supply power to LCD locations & rack location.
- B) Provide IP connections to Polycom units

Labor and materials estimates contained within this Proposal are based on the use of standard building materials and supplies, conventional construction methods and generally accepted installation practices.

Structural limitations and/or concealed conditions, which could not be observed, may result in additional installation costs, which shall be paid by the Owner. IPLogic shall provide the Owner with separate quotations for these costs, on a Time and Materials basis, in the form of Change Orders, in the event that these conditions are determined to exist.

The Owner shall furnish and install all conduit, raceway, cable tray and cable paths, floor boxes, junction boxes and electrical device boxes as required providing a complete and fully functional audiovisual system as defined in the project specifications and drawings.

The Owner shall furnish and install all Nominal Voltage (120/220/240/277V) power, receptacles, wiring, devices, fixtures, and other devices which may be required to provide a complete and fully functional system as defined in the project specifications.

The Owner shall be responsible for all building structure modifications as required to allow for the permanent and secure installation of audiovisual system equipment, as defined in the project specifications.

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



100 Allegheny Drive
Suite #202
Warrendale, PA 15086



100 Allegheny Drive
Suite #202
Warrendale, PA 15086

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.
8. IPLogic warrants that the materials and equipment will be free from defects in materials and workmanship for a period of 12 months from the date of installation. THIS WARRANTY IS IN LIEU OF ALL OTHER 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 NEGLIGENCE 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 Initials _____

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: *IP Logic Inc.*Authorized Signature: *Jaurine Sube* Date: *9-8-08*

Purchasing Affidavit (Revised 07/01/08)

100 Allegheny Drive
Suite #202
Warrendale, PA 15086

Fidelity and Deposit Company of Maryland

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we IPLogic, Inc
17 British-American Boulevard
Latham, NY 12110

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto State of West Virginia

2019 Washington Street East
P.O. Box 50130
Charleston, WV 253050130

as Obligee, hereinafter called Obligee, in the sum of Five Percent of the attached bid-----
Dollars (-----), or ----- (5---%) percent of the amount bid, whichever is less,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Contract to provide Video Conferencing Equipment for the West Virginia Division of Homeland Security and Emergency Management.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of September, 20 08

(Witness)

H. Jeffrey Engler

(Witness)

IPLogic, Inc.

(Principal)

By:

James A. Lozano, Vice President of Finance/CFO

THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By:

Christopher A. Brassard

(Attorney-in-Fact)

STATE OF NEW YORK

County of Albany } SS:

On this 5th day of September 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.

[Handwritten signature of Janet Bukowski]

Notary Public
JANET BUKOWSKI
Notary Public - State of New York
No. 01EL6043479
Qualified in Schenectady County
My Commission Expires June 19, 2010

STATE OF NEW YORK

County of } 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.

Notary Public

STATE OF NEW YORK

County of Albany } SS:

On this 5th day of September in the year 2008, before me personally came Christopher A. Brassard 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.

[Handwritten signature of Ann Marie Sanelli]

Notary Public

ANN MARIE SANELLI
Notary Public, State of New York
Qualified in Albany County
ID # 01SA6169509
My Commission Expires June 25, 2011

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, Dennis E. NORTHROP, Justin R. RICCIO and Ann Marie SANELLI**, all of Albany, New York, ~~EACH~~ its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for and in its behalf as surety, 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 Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Christopher A. BRASSARD, John S. TEN EYCK, Charles T. BARNES, Dennis E. NORTHROP, 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.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Frank E. Martin Jr.

By:

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 depose 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

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011



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 | \$ <u>315,360,399</u> |

LIABILITIES, SURPLUS AND OTHER FUNDS

| | |
|---|------------------------------|
| Reserve for Taxes and Expenses | \$ 875,904 |
| Ceded Reinsurance Premiums Payable | 70,455,734 |
| Securities Lending Collateral Liability | 43,430,120 |
| TOTAL LIABILITIES | \$ <u>114,761,758</u> |
| Capital Stock, Paid Up | \$ 5,000,000 |
| Surplus | <u>195,598,641</u> |
| Surplus as regards Policyholders | 200,598,641 |
| TOTAL | \$ <u>315,360,399</u> |

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.

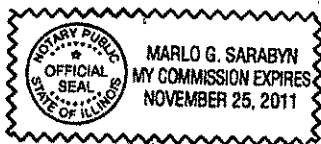
I, DAVID A. BOWERS, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2007.



Corporate Secretary

State of Illinois }
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