

May 4, 2011

Department of Administration
Purchasing Division
2019 Washington Street, East
Building 15
Charleston, WV 25305-0130

Dear Purchasing Division:

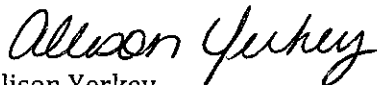
Global Gov Ed Solutions Inc. (Global Gov Ed) is pleased to present this RFQ DPS1134 for Camera's to Department of Administration. Global Gov Ed Solutions Inc. will bring exceptional managerial, technical skills and the experienced, functional backgrounds needed to meet Department of Administration requirements for this RFQ.

Global Gov Ed is a wholly owned subsidiary of the Systemax Corporation, a Fortune 1000 business, with Headquarters, Manufacturing, and Technical Support facilities in Fletcher, OH and Sales and Service call centers across the United States. We employ industry experts, developing our own talent and by recruiting top performers from other manufacturer and vendors, who are dedicated to providing exceptional service based on Midwest values. Global Gov Ed sells, service, and support the Systemax™ brand of custom configured PCs, portable and Server products, and over 200,000 software, peripheral, and accessory products from major manufacturers.

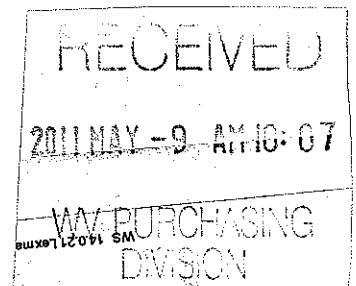
We are confident that by choosing Global Gov Ed, you will receive the highest quality products and services at extremely competitive prices. We look forward to building a relationship with Department of Administration and meeting all of your Information Technology needs.

Please reference your **Bid # DPS1134** and send or fax all correspondence relating to the RFQ including purchase orders to: **Global Gov Ed Solutions Inc. ATTN: National Gov Ed Bid Desk.** If you have any questions, please feel free to contact me at your earliest convenience.

Sincerely,



Allison Yerkey
Proposal Specialist
Global GovEd Solutions Inc.
Direct Phone: 937-615-1560
Toll Free: 888-445-2725 Ext 1560
Fax: 877-231-3799
Allison.Yerkey@globalgoved.com
www.globalgoved.com



Enclosures: Completed bid forms, Attachments, Specifications, and Warranty information



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
DPS1134

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

VENDOR

*603150118 888-445-2725
 GLOBAL GOV ED SOLUTIONS INC
 6990 US ROUTE 36 EAST
 FLETCHER OH 45326

SHIP TO

DEPARTMENT OF PUBLIC SAFETY
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/06/2011				

BID OPENING DATE: **05/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		655-39		
CAMERAS, STILL (SPECIALIZED)						
INQUIRIES:						
WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 04/22/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						
TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305						
FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alison Yurkey</i>	TELEPHONE 888-445-2725	DATE 5/4/11
-----------------------------------	---------------------------	----------------

TITLE Proposal Specialist	FEIN 20-0272419	ADDRESS CHANGES TO BE NOTED ABOVE
------------------------------	--------------------	-----------------------------------

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER:
DPS1134

PAGE:
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**TARA LYLE
 304-558-2544**

VENDOR

*603150118 888-445-2725
 GLOBAL GOV ED SOLUTIONS INC
 6990 US ROUTE 36 EAST
 FLETCHER OH 45326

SHIP TO

DEPARTMENT OF PUBLIC SAFETY
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/06/2011				

BID OPENING DATE: **05/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alison Yerkey</i>	TELEPHONE 888-445-2725	DATE 5/4/11
TITLE Proposal Specialist	FEIN 20-0272419	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
DPS1134

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**TARA LYLE
 304-558-2544**

VENDOR

***603150118 888-445-2725**
GLOBAL GOV ED SOLUTIONS INC
6990 US ROUTE 36 EAST

FLETCHER OH 45326

SHIP TO

DEPARTMENT OF PUBLIC SAFETY
4124 KANAWHA TURNPIKE

SOUTH CHARLESTON, WV
25309 746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/06/2011				

BID OPENING DATE: **05/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alison Yekey</i>	TELEPHONE 888-445-2725	DATE 5/4/11
TITLE Proposal Specialist	FEIN 20-0272419	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
DPS1134

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
**TARA LYLE
 304-558-2544**

VENDOR

*603150118 888-445-2725
 GLOBAL GOV ED SOLUTIONS INC
 6990 US ROUTE 36 EAST
 FLETCHER OH 45326

SHIP TO

DEPARTMENT OF PUBLIC SAFETY
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/06/2011				

BID OPENING DATE: **05/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Allison Yeckey</i>	TELEPHONE 888-445-2725	DATE 5/4/11
TITLE Proposal Specialist	FEIN 20-0272419	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
DPS1134

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
**TARA LYLE
 304-558-2544**

***603150118 888-445-2725**
GLOBAL GOV ED SOLUTIONS INC
6990 US ROUTE 36 EAST

FLETCHER OH 45326

DEPARTMENT OF PUBLIC SAFETY
4124 KANAWHA TURNPIKE

SOUTH CHARLESTON, WV
25309 746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/06/2011				

BID OPENING DATE: **05/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
<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:-----TL/32-----</p> <p>RFQ. NO.:-----DPS1134-----</p> <p>BID OPENING DATE:-----05/10/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----877-231-3799-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): -----Allison Yerkey-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Allison Yerkey</i>	TELEPHONE 888-445-2725	DATE 5/4/11
TITLE Proposal Specialist	FEIN 200272419	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER:
DPS1134

PAGE:
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**TARA LYLE
 304-558-2544**

AUCTION

*603150118 888-445-2725
 GLOBAL GOV ED SOLUTIONS INC
 6990 US ROUTE 36 EAST
 FLETCHER OH 45326

SHIP TO

DEPARTMENT OF PUBLIC SAFETY
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/06/2011				

BID OPENING DATE: **05/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DPS1134 ***** TOTAL:						<u>47,334.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alison Yerkey</i>	TELEPHONE 888-445-2725	DATE 5/4/11
TITLE Proposal Specialist	FEIN 20-0272419	ADDRESS CHANGES TO BE NOTED ABOVE

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

DPS1134
West Virginia State Police
Digital Point and Shoot Cameras

The West Virginia State Police is soliciting competitive bids for the purpose of purchasing digital point and shoot cameras for sworn members to utilize in the daily performance of their duties.

General Specifications:

1. Camera must have a minimum of 10 megapixels.
2. Camera must have a SD card slot.
3. Camera must have a built-in flash.
4. Camera must have a focus range of at least a 3.5 cm to infinity.
5. Camera must have AA battery power.
6. Camera must include a carrying case.
7. Camera must include a hand strap.

Shipping:

1. The vendor should include the shipping cost in their bid.
2. The agency, WV State Police, will place an order of 25 cameras per order.
3. The annual estimated usage is approximately 200 per year.
4. The shipping address and hours of operation for the cameras and accessories is:

WV State Police
4124 Kanawha Turnpike
South Charleston, WV 25309

Monday through Friday between the hours of 7:30 a.m. and 3:30 p.m.

Warranty:

Camera will include a one-year minimum manufacturer's warranty for defects.

Award:

The contract will be awarded to the vendor with the most complete bid with the lowest grand total meeting all of the specifications. The contract will be awarded to one vendor.

DPS1134 - Digital Point and Shoot Cameras

Item #	Qty.	Description	Model	Unit Price	Extended Amount
1	200	Digital point and shoot camera (containing all of the General Specifications listed on Page 6)	Nikon Coolpix L120	\$ 236.67	\$ 47,334.00
		Failure to use this form may result in disqualification		TOTAL	\$ 47,334.00
Bidder / Vendor Information: Global Govled Solutions Inc					
Name: Allison Yerkey					
Address: 6990 US Route 36 East					
Fletcher, Ohio 45326					
Phone#: 888-445-2725					
Email Address: Contracts@help.globalgovled.com					

RFQ No. DPS 1134

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Global Gov'ed Solutions Inc.

Authorized Signature: Alison Hutz Date: 5/4/11

State of Ohio

County of Champaign, to-wit:

Taken, subscribed, and sworn to before me this 4th day of May, 2011.

My Commission expires June 8, 2013

AFFIX SEAL HERE

NOTARY PUBLIC

Renee D. Younker

Renee D. Younker
Notary Public, State of Ohio
My Commission Expires June 8, 2013

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

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



At the heart of the image™



COOLPIX L120

Get closer than ever to your active family with the powerful, affordable Nikon COOLPIX L120. Your images will zoom to the next level with its 21x optical Zoom-NIKKOR glass lens.

Price: \$279.95 *MSRP



Product Number: 26253

Key Features

Zoom in on a high powered camera at an easy to handle price.

Great photos and superb HD movies begin with Nikon's high power 21x wide-angle optical Zoom-NIKKOR glass lens. This powerful zoom lens, with a 25-525mm range equivalent, closes the distance between you and your subjects. Capture your son firing off the game-winning lacrosse shot or your daughter's first ride on a two wheeler. Whether it's a panoramic shot of the entire family on a favorite sledding hill, or a photo of your children playing in the backyard, you'll shoot effortlessly and accurately with the COOLPIX L120.

If you're new to photography, no worries, this camera has intelligent features to help you out. Five-way VR Image Stabilization uses sensor shift to minimize the effects of camera shake, virtually eliminating blurred images. Trick-or-treating with the kids? The COOLPIX L120 has a high ISO speed up to 6400 to capture fast moving or low-light scenarios.

A camera so smart it knows when your subject smiles, warns you if someone blinks, and gets the red out of grandma's eyes.

Behind every great photo and HD movie is the COOLPIX L120, a camera brimming with technological advances. Smile Timer detects when a subject smiles and automatically takes the photo. Blink Warning identifies when a subject may have blinked and signals you to retake the shot. Face-Priority AF is an innovative face-identifying technology that detects and focuses up to 12 faces automatically.

Red-eye will no longer ruin family photos. In-camera Red-Eye Fix automatically fixes the problem before it occurs. Blotchy, uneven complexions are also a thing of the past with COOLPIX L120's Skin Softening, which smoothes skin tones. This versatile camera also has 17 Scene Modes that adjust camera settings to selected scenes, assuring great pictures at school plays, backyard barbecues, or athletic events.

One-touch HD movie recording puts friends and family in motion.

As photo keeper of family memories, you can rely on the COOLPIX L120 to capture great still images that you can print and save. But a band concert without sound is incomplete and a 60-yard touchdown drive without the fleet-footed runs isn't as exciting. That's where the COOLPIX L120's advanced One-Touch HD Movie recording capabilities come in. With the push of a button you'll instantly be shooting 720p HD movies in full stereo. While shooting you can activate the camera's zoom function to capture tight shots and close ups. And when you're ready to share your movies with family and friends, you can use in-camera playback or the convenient HDMI output for simple hookup to an HDTV or computer.

A dazzling three-inch color display brings your stills and HD movies to life.

You'll enjoy composing images from the COOLPIX L120's bright three-inch LCD color display, which features a dazzling 921,000-dot screen that showcases still images and HD movies in rich detail and enhanced contrast. And for easy photo composition, improved picture viewing, and instant sharing, the LCD monitor's wide viewing angle and anti-glare coating lets you capture and view high quality images in virtually any lighting condition, every time.

Shoot snowboarders, Frisbee throwers and T-ball players with a single, versatile camera.

Low-light conditions and fast action can defeat some cameras, but not the COOLPIX L120. With high ISO speeds up to 6400, you can be sure that still images and movies will be ideally captured. With Nikon's Sport Continuous Shooting mode, this camera takes photos continuously and in quick succession to capture fast moving objects.

You'll get great use of the in-camera editing functions, including D-Lighting for adjusting contrast and fine details often lost when shooting in glaring or intense light. You can pick from five color options: Standard, Vivid, Black & White, Sepia and Cyanotype. And when you want to take close up photos, the COOLPIX L120 will zero in as close as 0.4 inches. Don't hesitate to click away, because you'll get about 330 stills from the four AA alkaline batteries that come with the camera.

Tech Specs

Type

Compact Digital Camera

Effective Pixels

14.1 million

Image Sensor

CCD

Sensor Size

1/2.3 in.

Total Pixels

14.48 million (approx.)

Lens

21x optical Zoom, NIKKOR glass lens

Lens Focal Length

4.5-94.5mm (angle of view equivalent to that of 25-525mm lens in 35mm [135] format)

Lens f/-number

f/3.1-5.8

Lens Construction

12 elements in 9 groups

Lens Zoom

21x

Digital Zoom

Up to 4x (angle of view equivalent to that of approx. 2100mm lens in 35mm [135] format)

Vibration Reduction

Combination of

Image-sensor shift and Electronic VR (still pictures)

Electronic VR (movies)

Autofocus (AF)

Contrast-detect AF

Autofocus (AF) Focus-area selection

Center

Face detection

Focus Range

[W]: Approx. 1 ft. 8 in. (50 cm.) to infinity

[T]: Approx. 5 ft. (1.5 m.) to infinity

Macro close-up mode: Approx. 0.4 in. (1 cm.) to infinity(Middle zoom position)

Focus Lock

Yes

Monitor Size

3.0 in. diagonal

Monitor Type

Wide Viewing Angle TFT-LCD with Anti-reflection coating

5-level brightness adjustment

Monitor Resolution

921,000-dots

Monitor Frame coverage (shooting mode)

97% horizontal (Approx.)

97% vertical (Approx.)

Monitor Frame coverage (playback mode)

100% horizontal (Approx.)

Storage Media

SD memory card

SDHC memory card

SDXC memory card

Internal Memory

Approx. 102MB

Storage File System

DCF
EXIF 2.3
DPOF compliant

Storage File formats

Still pictures: JPEG

Movie

Audio file format: AAC stereo
HD: 1280x720p / 30fps
Movie file format: MPEG-4 AVC H.264

Image Size (pixels)

4320 x 3240 (14M)

ISO Sensitivity

ISO 80-6400
Auto (auto gain ISO 80-800)
Sport continuous (ISO 400-3200)

Lowest ISO Sensitivity

80

Highest ISO Sensitivity

6400

Exposure Metering

256-segment matrix
Center-weighted

Exposure Control

Programmed auto exposure with motion detection

Exposure Modes

Programmed Auto
with Motion Detection & Exposure Compensation

Automatic Exposure Scene Modes

Yes

Scene Modes

Back Light
Beach
Black and White Copy
Close Up
Dusk/Dawn
Fireworks Show
Food
Landscape
Museum
Night Landscape
Night Portrait
Panorama Assist
Party/Indoor
Pet Portrait
Portrait
Snow
Sunset

In-Camera Image Editing

Crop
D-Lighting
Small Pic

Exposure Compensation

± 2 EV in steps of 1/3

Exposure Lock

Yes

White Balance

Auto

Manual

Shutter

Mechanical and charge-coupled electronic shutter

Shutter Speed

1/1000-1 sec. (when ISO sensitivity set to Auto)

1/4000-1/60 sec. (sport continuous mode)

4 sec. (when scene mode is set to Fireworks show)

Top Continuous Shooting Speed at full resolution

Up to 19 shots at approx. 0.7 frames per second

Continuous Shooting Options

Continuous

Self-timer

Can be selected from 10 and 2 seconds duration

Built-in flash Range (approx.) (ISO sensitivity: Auto)

[W]: 0.5 to 6.0 m (1ft. 8 in. to 19 ft.)

[T]: 1.5 to 3.0m (5 ft. to 9 ft.10 in.)

Built-in Flash Control

TTL auto flash with monitor preflashes

Interface

Hi-speed USB

Interface Data transfer protocol

MTP

PTP

Video Output

NTSC

PAL

HDMI Output

480p

720p

1080i

I/O terminal

Audio/video (A/V) output

DC input connector

Digital I/O (USB)

HDMI Mini Connector (HDMI output)

Supported Languages

Arabic

Czech

Chinese (Simplified and Traditional)

Danish

Dutch

English

Finnish

French

German

Greek

Hungarian

Indonesian

Italian

Japanese

Korean
Norwegian
Polish
Portugese
Romanian
Russian
Spanish
Swedish
Thai
Turkish
Ukranian

Power Sources

4 AA-size batteries

Battery / Batteries

AA (Alkaline, NiMH, Oxyride or Lithium)
Four rechargeable EN-MH2 NiMH batteries(optional)

Battery Life (shots per charge)

AA Alkaline: 330shots
AA Lithium: 890shots
EN-MH2:
520shots

Tripod Socket

¼ (ISO 1222)

Approx. Dimensions

Height: 3.1 in. (76.5mm)
Width: 4.4 in. (109.9mm)
Depth: 3.1 in. (78.4mm)

Excluding projections. Method of noting dimensions and weight is in accordance with CIPA DCG-005-2009 guideline.

Approx. Weight

15.3 oz. (431g)

with battery and SD memory card. Method of noting dimensions and weight is in accordance with CIPA DCG-005-2009 guideline.

Supplied Accessories

Camera Strap AN-CP22

Four LR6/L40 (AA-size) alkaline batteries

UC-E6 USB Cable

Audio Video Cable EG-CP16

Nikon ViewNX 2 Software CD

Lens Cap LC-CP22

*Supplied accessories may differ depending on country or area.

Accessories

EH-67 AC Adapter**AN-CP22 Strap**

UC-E6 USB Cable

EG-CP16 Audio Video Cable

EN-MH2-B4 Rechargeable Batteries (set of 4)

EN-MH2-B4/MH-73 Kit (4 Rechargeable Batteries + Charger)

COOLPIX L Series Fabric Case

LC-CP22



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
DPS1134

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

VENDOR

***603150118 888-445-2725**
GLOBAL GOV ED SOLUTIONS INC
6990 US ROUTE 36 EAST

FLETCHER OH 45326

SHIP TO

DEPARTMENT OF PUBLIC SAFETY
4124 KANAWHA TURNPIKE

SOUTH CHARLESTON, WV
25309 746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/14/2011				

BID OPENING DATE: **05/11/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO MOVE THE BID OPENING DATE FROM 05/10/2011 TO 05/11/2011.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	LS		655-39		
CAMERAS, STILL (SPECIALIZED)						
***** THIS IS THE END OF RFQ DPS1134 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alison Yukus</i>	TELEPHONE 888-445-2725	DATE 5/4/11
TITLE Proposal Specialist	FEIN 20-0272419	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

EXHIBIT 10

REQUISITION NO.: DPS 1134

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:

NO. 1 24

NO. 2

NO. 3

NO. 4

NO. 5

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

Allison Yeckel
SIGNATURE

Global Gov/Ed Solutions Inc
COMPANY

5/4/11
DATE

STANDARD TERMS & CONDITIONS

1. Terms

Our payment term is Net 30 days for accounts in good standing. All orders are subject to credit approval.

2. Shipping

Free on Board (FOB) Destination, freight prepaid and added unless otherwise stated within the specifications.

3. Liability

Limits our liability to the dollar value of the product amount and within the terms and conditions of our warranty which is attached.

4. Warranty

4.1 May not be the manufacturer of all the items quoted. In cases where we are not the manufacturer, we will not be responsible for the warranty of the manufacturer.

4.2 Warranty, repair and return policies are attached for review.

5. Substitutions/Pricing

Reserves the right to substitute a Manufacturers product if the "awarded product" becomes discontinued or unavailable by the manufacturer. Global Gov Ed will show the replacement product meets stated specifications and is equivalent to the "awarded product" in terms of quality, performance, and desired characteristics. If the cost of the replacement product is higher than the "awarded product" we reserve the right to charge the replacement price after accepted discounts are applied.

6. Withdraw of Offer

6.1 Reserves the right to withdraw offer/bid if referenced terms and conditions per "Attachments" are not accepted.

6.2 Reserves the right to withdraw offer/bid after bid opening and present credible evidence within 3 business days with a request that the reason for the low bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, services made directly in the compilation of the bid.

7. Discounts

7.1 If offer is made as a "Discount from GlobalGovED.com" buyer will receive the lower of the price listed on GlobalGovED.com or the contractually obligated price. Contract Discounts will not apply to products that include: "Instant Savings", "Reduced or Free Shipping", or "Available While Supplies Last" or any other special offer. Discounts and special offers cannot be combined.



RETURN POLICY AND PROCEDURE

General Guidelines

To qualify for return all products require a Return Authorization (RA) Number prior to being returned, must be 100% complete, in the same condition as when sold, and in the original packaging as provided by the manufacturer. All packing materials, manuals, diskettes, CDs, digital media, blank warranty cards and other accessories and documentation must be included. Kits and other items assembled after purchase must be unassembled and returned in the manufacturer's original packaging. All returns will be inspected and products found to be non-conforming will be rejected or subject to a restocking fee at Globalgoved.com's sole discretion.

Manufacturer and Supplier Restrictions

Some manufacturers have implemented returns restrictions that prevent Globalgoved.com from being able to accept returns or offer exchanges, replacements or credits on their products for any reason. Please check the item listing on our website to determine if special return policies are applicable to your products. Support as well as exchanges or replacements for products with manufacturer or supplier restrictions, including within the first 30 days of ownership, must be handled directly with the product manufacturer or supplier. You can find the manufacturer or suppliers contact information in your product manual, in the item listing, on the manufacturer's website or at our help center.

Consumables

Consumables (toner cartridges, ink cartridges, blank media, projector bulbs, etc) are NOT returnable for any reason once their packaging or outer wrapping has been opened. Support and replacement for these products is available exclusively through the respective manufacturer or supplier. Please make sure you verify all specifications and compatibility before purchasing.

Software and Multimedia

Software, video games, DVD's, and similar items are not returnable once their packaging or outer wrapping has been opened. Defective items may be exchanged within 14 days of purchase for the same item or title only.

Rebates and UPC codes

Products offering mail-in-rebates are non-returnable to Globalgoved.com once the rebates have been filed for. Be sure that the product is working and that you intend to keep the product before filing for rebates. Products missing UPC codes are NOT returnable and will be rejected or subject to a restocking fee at Globalgoved.com's sole discretion.

Regarding Bundles

Items purchased within a bundle are held within the return guidelines for the individual item as specified in the individual item's listing and in these terms.

Non-qualified returns and Restocking charges

Non-qualified and non-conforming returns are not included in Globalgoved.com return policy and, if returned, will be rejected or subject to a restocking fee of up to 25% at Globalgoved.com's sole discretion.

Return Procedure

All returned products will be thoroughly inspected and a determination will be made if eligibility and conforming requirements are met. Please verify the product you are returning meets the below guidelines and qualifies for return to avoid any delay in, or denial of, processing your return. If a non-conforming product is accepted for return Globalgoved.com reserves the right to charge a restocking fee up to 25% at Globalgoved.com's sole discretion. Return processing may take up to 5 business days from the time your product is received.

Inspection Criteria

Products must be in the original manufacturers packaging, and shipped securely

Products must be complete with any standard certification labels (UL listing, capacity, brand name, UPC code) originally placed and not tampered with. Product serial number, or any similar identification numbers, must match the serial number on the package or invoice (Globalgoved.com maintains serial number tracking).

Products must be free from damage of any type, including, but not limited to dents, scratches, cracks, abuse, defacement or indication of removed screws/fasteners or seals.

Products so labeled with a security seal, must have the seal intact and not tampered with.

Return Authorization Number

Returns will not be accepted without a valid Return Authorization (RA) number. Unless otherwise specified in the item listing on our website or in our Return policy, you may request an RA within 30 days of the original purchase date. RA numbers expire after 30 days, but we encourage you to return the product as soon possible. Any return we receive without a valid RA number will be documented and rejected or subject to a restocking charge at Globalgoved.com's sole discretion.

Return Shipping

For your protection, we recommend that you insure your return and use a traceable carrier that can provide you with delivery confirmation. Globalgoved.com shall not be responsible for items returned that are lost or damaged in transit. Postage and handling charges, both to and from our warehouse will be paid by the customer, and are non-refundable. At our discretion, Globalgoved.com may reimburse shipping charges related to the return or exchange of defective products inside the U.S. only.

IMPORTANT NOTE:

In the event that the product you are returning does NOT meet the requirements described in this document, we will photograph the merchandise and packaging, and prepare a detailed summary of our determination as to why the return was denied, the product(s) will be deemed not eligible for return and will be returned to you. If Globalgoved.com, at our sole discretion, decides to accept a non-qualified item for return, a restocking fee of up to 25% will be assessed.

<http://www.globalgoved.com/sectors/aboutus/legal.asp>