



969 HORSHAM ROAD • HORSHAM, PENNSYLVANIA 19044, USA
800-523-5947 • 215-675-2053 • FAX: 215-675-7543
info@tonercable.com • www.tonercable.com

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

We are pleased to acknowledge the receipt of ADDENDUM NO. 01, as a part of Solicitation Number EBA467
Please find the proper documentation enclosed as detailed by the instructions provided in the solicitation and attach to our sealed bid.

Information on the Sealed Bid Envelope is detailed as -
SEALED BID

BUYER: STATE of WEST VIRGINIA DEPARTMENT of ADMINISTRATION, PURCHASING DIVISION
SOLICIATATION #: EBA 467
BID OPENING DATE: 09/04/13
BID OPENING TIME: 1:30PM
FAX NUMBER: 215-675-7543 (TONER CABLE)

- It is understood that the terms of the bid are for a ONE TIME PURCHASE and will not extend for more than a one fiscal year period. The Bid does not require and bonds, licenses, permits, insurance or other assurances aside from a signed, PURCHASING AFFIDAVIT, which is enclosed with the bid.
- Delivery of merchandise purchased using the STATE OF WEST VIRGINIA PURCHASING CARD as a result of a successful bid is to be considered as FOB – destination.
- As a Pennsylvania based, US Veteran owned corporation, we do not qualify for the preferences as listed on page 26 of the solicitation.
- As noted on Page 20 of the solicitation, 24 hour service support via toll free telephone is provided by the manufacturer. The number to call for service is 1-877-995-3700.
- Upon successful completion of the bid, Toner Cable Equipment Inc will deliver all material requested within the thirty working day period as defined. If any items will arrive later than expected, Toner Cable Equipment will notify the agency in writing of the delay.

Thank you for the opportunity to participate. I look forward to your acceptance of our response.

Michael Sheffer
Toner Cable Equipment
Broadcast Sales

08/30/13 10:24:19 AM
West Virginia Purchasing Division



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

Solicitation

NUMBER
EBA467

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

*709010156 800-523-5947

TONER CABLE EQUIPMENT INC
 969 HORSHAM ROAD

HORSHAM PA 19044

VENDOR

WSWP-TV
 AIRPORT ROAD

BECKLEY, WV
 25801

255-1501

SHIP TO

DATE PRINTED
08/26/2013

BID OPENING DATE: 09/04/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 01		
				1. TO PROVIDE ANSWERS TO QUESTIONS RECEIVED.		
				2. TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. 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. 01		

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: EBA467
Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To provide answers to questions received.
2. To provide the addendum acknowledgment.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

**EBA467 HD Encoder-Decoder
Questions and Answers**

Question #1. Is there any plan to utilize IP distribution in addition to the required ASI?

Answer #1. Not necessarily but optional pricing was requested for IP distribution to be used as a test bed and potential future uses.

Question #2. Is remote monitoring & control of the receive site decoder desirable?

Answer #2. The quotation should have included two sets of control software one for the transmit side and one for the receive side with an option for a third.

Question #3. What is the primary application for this encoder and decoder?

Answer #3. To transport HD video and audio from our studios in Morgantown, WV to our Network Operations Center in Beckley, WV with an option for decode at our Charleston, WV facility.

Question #4. Will the initial purchase need to scale or grow into a larger system?

Answer #4. Potentially yes.



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

08/29/13 01:08:48 PM

West Virginia Purchasing Division

We are pleased to provide our response to ADDENDUM NO. 01, as a part of Solicitation Number
EBA467

Please find the proper documentation enclosed as detailed by the instructions provided in the
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Thank you for the opportunity to participate. I look forward to your acceptance of our response.

Michael Sheffer
Toner Cable Equipment
Broadcast Sales

0005

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA467

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | | | |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

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Toner Cable Equipment, Inc.

Company

Authorized Signature

08/29/13

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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

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Michael Sheffer
Toner Cable Equipment
Broadcast Sales

08/26/13 10:16:22 AM
West Virginia Purchasing Division

PRICING PAGE**EBA467 HD Production Encoder/Decoder System**

Shipping costs shall be included in the price of the items.

Base Items Pricing

Qty	Description	Unit Price	Extended
1	MPEG-2 HD encoder with integrated Stereo Dolby Digital Encoder Evertz 7780ENC-MP2HD-1A+3RU or equal.	\$21,975.00	\$21,975.00
2	IRU multiframe which holds up to 4 single or 2 Dual slot 7700/7800 series modules. Redundant power supply Evertz 7801FR+781PS or equal.	\$1,640.00	\$3,280.00
1	Single channel combination H264/MPEG-2 HD/SD decoder With ASI input Evertz 7881DEC-H264HD+3RU or Equal.	\$3,625.00	\$3,625.00
2	Frame control software Evertz 7801FC or equal.	\$840.00	\$1,680.00
Grand Total			\$30,560.00

Optional Items Pricing (Not included in evaluation of award)

Shipping costs shall be included in the price of the items.

Qty	Description	Unit Price	Extended
1	H264/AVC low latency contribution encoder Evertz 7881ENC-H264HD+3RU or equal.	\$11,500.00	\$11,500.00
1	IRU multiframe which holds up to 4 single or 2 Dual slot 7700/7800 series modules. Redundant power supply Evertz 7801FR+781PS or equal.	\$1,615.00	\$1,615.00
1	Frame control software Evertz 7801FC or equal.	\$830.00	\$830.00
1	Single channel combination H264/MPEG-2 HD/SD decoder With ASI input Evertz 7881DEC-H264HD+3RU or Equal	\$3,620.00	\$3,620.00
2	FEC-IP input capability Evertz +IPFEC or equal.	\$810.00	\$1,620.00
Grand Total			\$19,185.00

0025

AUGUST 20, 2013

Vendor Signature

Date

Company Name TONER CABLE EQUIPMENT INC

Address 969 HORSHAM ROAD

HORSHAM, PA 19044

Phone 800-523-5947 OR 215-675-2053

Fax 215-675-7543

Email mike@tonercable.com

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: TONER CABLE EQUIPMENT INC

Signed:  _____

Title: SALES ASSOCIATE

Date: AUGUST 20, 2013

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA467

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Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

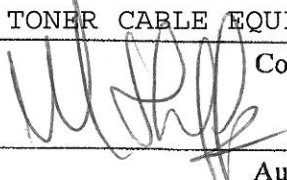
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
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TONER CABLE EQUIPMENT

Company



Authorized Signature

AUGUST 20, 2013

Date

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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.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: TONER CABLE EQUIPMENT INC

Signed: [Signature]

Date: AUGUST 20, 2013

Title: SALES ASSOCIATE

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

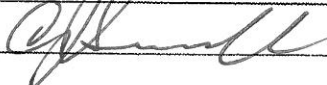
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: TONER CABLE EQUIPMENT INC

Authorized Signature:  Date: AUGUST 15, 2013

State of PENNSYLVANIA

County of MONTGOMERY, to-wit:

Taken, subscribed, and sworn to before me this 15 day of AUGUST, 2013

My Commission expires 7-5, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 07/01/2012)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Kathleen M. Gray, Notary Public
Horsham Twp., Montgomery County
My Commission Expires July 5, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

TONER CABLE EQUIPMENT INC

(Company)

(Authorized Signature)

MIKE SHEFFER, SALES ASSOCIATE

(Representative Name, Title)

800-523-5947

215-675-7543

(Phone Number)

(Fax Number)

AUGUST 20, 2013

(Date)

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