



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

**Solicitation**

NUMBER
MOC13837

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*Suddenlink*  
 2120 W Arlington Blvd  
 Greenville NC 27834

SHIP TO

DIVISION OF CORRECTIONS  
 MT. OLIVE CORRECTIONAL  
 CENTER  
 1 MOUNTAINSIDE WAY  
 MT. OLIVE, WV  
 25185 304-442-7213

DATE PRINTED
07/12/2013

BID OPENING DATE: 08/13/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		840-45		
CABLE TELEVISION SERVICES						
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS - MOUNT OLIVE CORRECTIONAL COMPLEX, IS SOLICITING BIDS TO PROVIDE CABLE/SATELLITE TELEVISION SERVICES AT THE MOUNT OLIVE CORRECTIONAL COMPLEX LOCATED AT ONE MOUNTAINSIDE WAY MOUNT OLIVE, WV 25185, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> <li>1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS</li> <li>2. GENERAL TERMS AND CONDITIONS</li> <li>3. ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY)</li> <li>4. MOC13837 SPECIFICATIONS</li> <li>5. CERTIFICATION AND SIGNATURE PAGE</li> <li>6. ADDENDUM ACKNOWLEDGEMENT FORM</li> <li>7. PURCHASING AFFIDAVIT</li> <li>8. BID BOND INSTRUCTIONS AND FORM</li> <li>9. DRUG-FREE WORKPLACE AFFIDAVIT</li> <li>10. WV-75-CONSTRUCTION BID SUBMISSION REVIEW FORM</li> </ol>						

2013 AUG 14 AM 9:35

WV PURCHASING  
 DIVISION

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	888 201 2015	August 13, 2013
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>Commercial Sales, Eastern Division</i>	20-4394384	

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

2120 W Arlington Blvd  
Greenville, NC 27834

August 13, 2013

Ms. Tara Lyle  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

Dear Ms. Lyle:

It is my pleasure to submit to you Suddenlink Communication's response to the State of West Virginia Solicitation #MOC13837. All material contained herein should be treated as Confidential and Proprietary.

This document has been created in collaboration with Suddenlink's West Virginia Commercial Sales team. Tony Carroll is the Account Executive responsible for this account.

The bid contains a highlighted Channel Line Up Sheet (positioned behind Page 27, "Required Channels – Exhibit A"). Please note that Channels 1 – 128 are included in this listing. The CREATE Channel broadcasting actually airs on Channel 5, WVPT-PBS. Suddenlink also intends to provide an insertion channel that can be used by the Center for their internal messaging (Prison Channel in the RFP).

We hope that you find the data contained herein to be pertinent to the RFP, and that this response clearly demonstrates Suddenlink's desire and willingness to continue partnering with Mt Olive Correctional Complex. Questions may be directed to Susan Chatham, 888/201-2015, [susan.chatham@suddenlink.com](mailto:susan.chatham@suddenlink.com) and Tony Carroll, 304/993-3843, [anthony.carroll@suddenlink.com](mailto:anthony.carroll@suddenlink.com).

Respectfully,



Susan P. Chatham  
Government & Education Specialist  
Suddenlink Commercial Sales – Eastern Division



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

**Solicitation**

NUMBER
MOC13837

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

*Suddenlink Communications*  
 2120 W Arlington Blvd  
 Greenville NC 27834

SHIP TO

DIVISION OF CORRECTIONS  
 MT. OLIVE CORRECTIONAL  
 CENTER  
 1 MOUNTAINSIDE WAY  
 MT. OLIVE, WV  
 25185 304-442-7213

DATE PRINTED
08/06/2013

BID OPENING DATE: 08/15/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1 SEE ATTACHED PAGES. END OF ADDENDUM NO. 1		
0001	1	LS		840-45 CABLE TELEVISION SERVICES		
***** THIS IS THE END OF RFQ MOC13837 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	888/201-2015	August 13, 2013
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>VP Commercial Sales - Eastern Div</i>	20-4394384	

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

SOLICITATION NUMBER: MOC13837  
Addendum Number: 1

---

000002

The purpose of this addendum is to modify the solicitation identified as MOC13837 ("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. Pre-bid sign in sheets attached – Exhibit 1.
2. To move the bid opening date from 08/13/2013 to 08/15/2013 at 1:30 pm.
3. Responses to vendor questions attached.

**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

### Questions:

- Q1: Contract term: to keep the rates affordable would you consider a 3 year initial term and two one year renewals—even lower at a five year term with option for another five years...this is how the majority of our contracts are written
- A1: The term of the contract may be found in Section 3 Contract Term; Renewal; Extension on page 6 of the RFQ.
- Q2: Bid Bond, Performance Bond, Labor/Material Payment Bond.....this is very uncommon with television service, Were these checked in error.
- A2: No, all specified information in the RFQ is required.
- Q3: WV Contractor's License....we currently do not have a license and it would be impossible to achieve this prior to bid opening. I have contacted the Board and we would be required to take the Business & Law exam only. Will you accept bids if at least registration for exam is complete?
- A3: This is governed by West Virginia Code § 21-11-11. See Section 1 in the Additional Terms and Conditions (Construction Contracts Only).
- Q4: Can Vendors utilize the existing off-air antennas.
- A4: The existing off air antennas are old and non-functional and are scheduled to be removed with our current roofing project. They will not be available for use.
- Q5: 3.2.1 wiring....can you clarify? I assume you are referring to the wiring of the receivers/modulators and NOT the distribution.
- A5: Vendor is responsible to maintain any and all equipment up to and including the head end. The facility will be responsible for wiring after the head end.

Q6: Can a new location be used for the headend? We would recommend a Contractor installed outside shelter for the Headend and dish farm outside the fence with Facility running electricity to the shelter

A6: The location of the head end will remain at its current location in the Administrative Building.

Q7: Some wording throughout it is unclear WHO is responsible for the existing wiring/distribution of the system. In discussions, it has been noted that the Facility is responsible for everything beyond the Headend and/or demark and same hold true for preventative maintenance. Please clarify

A7: Vendor is responsible to maintain, and provide preventative maintenance for any and all equipment up to and including the head end. The facility will be responsible for maintenance of equipment after the head end.

Q8: Channel clarification on the following

Q8.1: Local

A8.1: *Vendor has flexibility with this channel to provide a channel which is available for viewing in the local market, providing the channel is determined to be appropriate by the Agency.*

Q8.2: Local-Cable

A8.2: *Vendor has flexibility with this channel to provide a channel which is available for viewing in the local market, providing the channel is determined to be appropriate by the Agency.*

Q8.3: Create

A8.3: The TV channel for cooking, arts & crafts, gardening, home improvement, and travel. As seen in the following link: <http://createtv.com/>

Q8.4: Prison TV

A8.4: Prison TV channel is needed. We currently filter out channel 18 from current vendor so we can broadcast prison information on that channel. What we need is a blank channel to allow us to broadcast information..

Q8.5: CSpan2 (Book TV)

A8.5: CSpan2 (Book TV) - Agency agrees to remove this channel as a mandatory channel since it is a news channel and is redundant.

Q9: Will you consider additional channel packages? Appears that you are missing some core basic programming such as A&E, History, The Learning Channel, ESPN2, CNN, CNN HLN, Hallmark, Some not so popular in corrections that are requested: Golf, Cspan2, MSNBC, Oxygen, GSN

A9: The Channels listed in "Required Channels – Exhibit A" are mandatory requirements of this RFQ.

As stated in 3.3.3.1, Vendor may provide additional channels at no charge to the Agency. Said additional channels must be approved by the Agency.

Q9.1: I do not show WSAZ to be in your market??

A9.1: WSAZ is currently available for viewing at the facility and is a mandatory requirement of the RFQ.

Q9.2: Do you also want WSWP-PBS and WLFB-IND?

A9.2: As stated in 3.3.3.1, Vendor may provide additional channels at no charge to the Agency. Said additional channels must be approved by the Agency.

Q10: is there a need for a Hispanic Channel

A10: As stated in 3.3.3.1, Vendor may provide additional channels at no charge to the Agency. Said additional channels must be approved by the Agency.

Q11: Is there video cable distribution in place between the head end location and the drops that we will get access to?

A11: Once the signal leaves the head end it belongs to the state, which consists of amplifiers and splitters. The channel 18 system is a bank of DVD players operated by Leightronics mini-T that is broadcasted.

Q11.1: If so is the existing cable infrastructure owned by the State agency and available to the winning bidder?

A11.1: The existing cable infrastructure is owned by the State agency and is available to the winning bidder.

Q12: Being an open ended contract will the winning bidder be required to provide television services to other facilities at the same rates?

A12: This RFQ only applies to Mount Olive Correctional Center. It is defined as an open-ended contract, since the number of drops may vary. The 1,100 Television drops listed is only an estimated number of drops for bidding purposes only, more or less may be utilized by the facility.

Other Information:

1. Pre-Bid Sign-In Sheet attached – Exhibit 1.
2. The bid opening has moved from 08/13/2013 to 08/15/2013. The bid opening remains at 1:30 pm.
3. No additional questions will be accepted on this RFQ.

MOLL → MOC13837

SIGN IN SHEET

Page 1 of 1

Request for Proposal No.

PLEASE PRINT

Date: 7/25/13

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: CCTV Rep: Keith A. McConville Email Address: Dianne.Huffstickler@suddenlink.com	Tyler TX	PHONE 903-939-7225 TOLL FREE FAX 314-315-8149
Company: Suddenlink Communications Rep: Dustin Thomas Email Address: dustin.thomas@suddenlink.com	108 Brent Way Hurricane, WV 25526	PHONE 304-760-8927 TOLL FREE FAX 304-760-8950
Company: Suddenlink Communications Rep: Tony Carroll Email Address: anthony.carroll@suddenlink.com	108 Brent Way Hurricane, WV 25526	PHONE 304-993-3843 TOLL FREE FAX 304-760-8950
Company: Frontier Communications Rep: R. Chad Stepp Email Address: chad.stepp@fr.com	1500 McCorkle Ave Charleston, WV 25396	PHONE 304-410-5659 TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL _____ FREE _____ FAX _____

EXHIBIT #1

000007

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: MOC13837**

**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 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Suddenlink Communications  
 Company

[Signature]  
 Authorized Signature

August 9, 2013  
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



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

**Solicitation**

NUMBER
MOC13837

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Suddenlink  
 2120 W Arlington Blvd  
 Greenville NC 27834

DIVISION OF CORRECTIONS  
 MT. OLIVE CORRECTIONAL  
 CENTER  
 1 MOUNTAINSIDE WAY  
 MT. OLIVE, WV  
 25185 304-442-7213

DATE PRINTED
07/12/2013

BID OPENING DATE: 08/13/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		840-45		
CABLE TELEVISION SERVICES  THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS - MOUNT OLIVE CORRECTIONAL COMPLEX, IS SOLICITING BIDS TO PROVIDE CABLE/SATELLITE TELEVISION SERVICES AT THE MOUNT OLIVE CORRECTIONAL COMPLEX LOCATED AT ONE MOUNTAINSIDE WAY MOUNT OLIVE, WV 25185, PER THE ATTACHED SPECIFICATIONS.  ATTACHMENTS INCLUDE: 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY) 4. MOC13837 SPECIFICATIONS 5. CERTIFICATION AND SIGNATURE PAGE 6. ADDENDUM ACKNOWLEDGEMENT FORM 7. PURCHASING AFFIDAVIT 8. BID BOND INSTRUCTIONS AND FORM 9. DRUG-FREE WORKPLACE AFFIDAVIT 10. WV-75-CONSTRUCTION BID SUBMISSION REVIEW FORM						

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	888 201 2015	August 13, 2013
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>VP, Commercial Sales, Eastern Division</i>	20-4394384	

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



INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

- A pre-bid meeting will not be held prior to bid opening.
- A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

- A MANDATORY PRE-BID meeting will be held at the following place and time:  
July 25, 2013 at 11:00 am

Location:  
MOCC  
One Mountainside Way  
Mount Olive, WV 25185

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: July 30, 2013 at 5:00 pm

Submit Questions to: Tara Lyle, File 32  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: 304-558-4115  
Email: Tara.L.Lyle@wv.gov

- VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:  Technical  
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: August 13, 2013 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on award

and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of contract value . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance:**  
\$250,000.00 or more.
- Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- 
- 
- 
- 
- 
-



The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

WV Contractor's License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. [RESERVED]**

**39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
  - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state



repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance

with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

- 1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

**Contractor's Name:** \_\_\_\_\_

**Contractor's License No.** \_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

- 2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires 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. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
- 3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
    - i. The subcontractor listed in the original bid has filed for bankruptcy;
    - ii. The subcontractor in the original bid has been debarred or suspended; or
    - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

---

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Mount Olive Correctional Complex (herein after referred to as MOCC) to establish an open-end contract for Cable/Satellite Television Service.
  - 1.1 Mount Olive Correctional Complex location: 1 Mountainside Way, Mt. Olive, WV 25185
  - 1.2 The facility currently has approximately 1100 Television Drops.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit B and used to evaluate the RFQ.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as MOC13837.
3. **CONTRACT ITEMS AND MANDATORY REQUIREMENTS:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
  - 3.1 **General Requirements**
    - 3.1.1 Vendor shall provide cable/satellite television services for the Mount Olive Correctional Complex.
    - 3.1.2 Vendor shall provide all equipment, installation and set-up for the cable/satellite television system.
    - 3.1.3 Vendor shall provide all maintenance and repairs for the cable/satellite television service up to and including the head end. Said maintenance and repairs shall be a part of the per drop monthly fee.
      - 3.1.3.1 The head end is located in the Administrative Building.

---

**3.2 Equipment and Supply Requirements**

- 3.2.1** Vendor shall furnish and maintain in good repair all equipment, including, but not limited to dishes, antennas, modulators, amplifiers, taps, receivers and wiring, and any other equipment necessary to perform the requirements of the contract.
- 3.2.2** All Vendor supplied equipment must be of the latest technology and the most recent production model.
- 3.2.3** If proposing satellite service, the Agency shall approve the location of the satellite dish(es).
- 3.2.3.1** The placement, method of mounting and cable run of satellite dishes must be approved by the Agency.
- 3.2.3.2** Agency will provide room for any additional equipment or equipment racks as needed.
- 3.2.4** Receivers must be properly balanced in order to minimize the possibility of channel bleed-over.
- 3.2.5** Any additional equipment required in order to maintain the required channel selection due to signal change, changes in technology, etc. shall be the responsibility of the Vendor.
- 3.2.6** The room containing the head end is air conditioned to the building setting. Any additional cooling requirements to properly maintain the equipment (i.e. rack fans) are the responsibility of the Vendor.
- 3.2.7** **X-Rated or above programming must not broadcast under any circumstances.** Therefore, the vendor must supply the necessary equipment to block any X-rated or above programming. This shall include, but not be limited to, any trial offer previews or channels that may broadcast X-rated or above programming.
- 3.2.8** The Agency will provide sufficient space and the necessary electrical power to successfully run the cable / satellite system.

**3.3 Service Requirements**

- 3.3.1** The Vendor must provide a clear signal to all television locations. The Vendor must provide the capability for each television to view different channels simultaneously on Agency furnished, cable-ready televisions.



- 
- 3.3.2** The use of individual cable boxes is prohibited.
- 3.3.3** Vendor shall provide all of the channels listed in Exhibit A, Required Channels.
- 3.3.3.1** Vendor may provide additional channels at no charge to the Agency. Said additional channels must be approved by the Agency.
- 3.3.3.2** In the event that a required channel ceases operation during the contract period, the Vendor shall offer a replacement channel that is mutually acceptable to both the Vendor and the Agency.
- 3.3.3.3** If at any time the Agency determines that the programming content of any of the mandatory or optional channels is not appropriate for the correctional facility, the vendor shall be required to block the channel(s) upon written request.
- 3.3.4** Response to service calls must be as soon as possible and within twenty-four (24) hours. Service interruptions beyond twenty-four (24) hours shall be deducted from the monthly billing.
- 3.3.4.1** Individual Channel outages beyond twenty-four (24) hours shall be pro-rated and deducted from the monthly billing.
- 3.3.5** Preventative maintenance reviews shall be conducted semi-annually and shall be included as part of the per drop monthly fee.
- 3.3.5.1** Preventative maintenance shall include, but not be limited to, checking signal strength at the head end, testing satellite dish alignment (if applicable), making any necessary adjustments, or replacements to any equipment, checking for loose connections and cracked cable shielding, etc.
- 3.3.5.2** Preventative maintenance reviews must be conducted on-site and not remotely.

#### **3.4 Transition**

- 3.4.1** Upon award of the contract, the vendor shall work with the Agency to insure an orderly transition of services under the contract and to insure uninterrupted service.

REQUEST FOR QUOTATION  
MOC13837 Cable/Satellite Television Service

---

3.4.1.1 Vendor must be able to provide full service within 90 days of notice to proceed.

3.4.1.2 Upon expiration, termination, or cancellation of the contract, the Vendor shall assist the Agency to insure an orderly transition of services and responsibilities under the contract and to insure uninterrupted service.

3.4.1.3 Upon expiration, termination, or cancellation of the contract, the Vendor shall remove any equipment that was installed to provide the television service, i.e. satellite dish(es).

#### 4. THE CONTRACT AWARD:

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by inserting the unit price per drop per month. Multiplying the unit price by the estimated number of Television drops. Then multiply that value by the unit of measure (number of months) to equal the extended price. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

#### 5. ORDERING AND PAYMENT:

5.1 **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to

---

the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within 90 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION  
MOC13837 Cable/Satellite Television Service

000026

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. MISCELLANEOUS:**

**7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

**7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**6.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Tony Carroll

**Telephone Number:** 304 993 3843

**Fax Number:** 304 760 8950

**Email Address:** anthony.carroll@suddenlink.com

## MOC13837 - Cable / Satellite Service

### Required Channels - Exhibit A

Local	USA
WSAZ (MY Z TV)	LMN (LIFETIME)
NBC	OXYGEN
CREATE	CN (CARTOONS)
CW	ANIMAL PLANET
ABC	MTV2
FOX	CMT
CBS	VH1
LOCAL-CABLE	MTV
PRISON TV	SPIKE
CSPAN2 (BOOK TV)	FX
TBS	SY FY
LIFETIME	TV LAND
TNT	EI ENTERTAINMENT
ESPN	COMEDY CENTRAL
GOLF	ABC FAMILY
SPEED	BRAVO
NBC-SPORTS	AMC
MSNBC	TCM
FOX NEWS	NATIONAL GEOGRAPHIC
WEATHER CHANNEL	GSN (GAME SHOWS)
DISCOVERY	BET
TRU TV	

# Fayette Channel Lineup

Effective 1/18/12



## Packages & Premium Channels



### SL200 Advanced Digital TV



#### Suddenlink On Demand

- 1 Suddenlink On Demand
- 2 Network WV
- 3 WSAZ-DT - MyZ
- 4 WSAZ - NBC
- 5 WVPT - PBS
- 6 WQCW - The CW
- 7 WCHS - ABC
- 8 WOAY - ABC
- 9 WLPX - ION
- 10 WPBY - PBS
- 11 QVC
- 12 WVAH - FOX
- 13 WOVK - CBS
- 14 WTSF - IND
- 15 WGNAmerica
- 17 Education Access
- 18 HSN
- 19 ShopNBC
- 20 C-SPAN
- 21 C-SPAN2
- 22 Suddenlink Network
- 23 TBS
- 24 Lifetime Television
- 25 TNT
- 26 ESPN
- 27 ESPN2
- 29 ROOT Sports
- 30 Golf Channel
- 31 SPEED
- 32 NBC Sports Network
- 33 Outdoor Channel
- 34 CNN
- 35 HLN
- 36 CNBC
- 37 MSNBC
- 38 FOX News Channel
- 39 The Weather Channel
- 40 Discovery Channel
- 41 TLC
- 43 Travel Channel
- 44 History Channel
- 45 truTV
- 46 USA
- 47 Lifetime Movie Network
- 48 Oxygen
- 49 SoapNet
- 50 Disney XD
- 51 Disney Channel
- 52 Cartoon Network
- 53 Nickelodeon
- 54 Animal Planet
- 55 MTV2
- 56 CMT
- 57 VH1
- 58 MTV
- 59 Spike
- 60 FX
- 61 Syfy
- 62 TV Land
- 63 E!
- 64 Comedy Central
- 65 A&E
- 66 HGTV
- 67 Food Network
- 68 ABC Family
- 69 TBN
- 70 INSP
- 71 Bravo
- 72 AMC
- 73 TCM
- 74 National Geographic Channel
- 75 Hallmark Channel
- 76 GSN
- 77 Style
- 78 BET
- 79 Investigation Discovery
- 97 TV Guide Network

- 99 Home Shopping Programming
- 125 The Country Network
- 128 TheCoolTV
- 499 DVR Playback
- 975 TV Caller ID Info

- Pay Per View
- 871 iN DEMAND 1
  - 872 iN DEMAND 2
  - 886 Adult PPV
  - 887 Adult PPV
  - 888 Adult PPV
  - 889 Adult PPV

#### HD

- 104 WSAZ - NBC HD
- 106 WQCW - The CW HD
- 108 WOAY - ABC HD
- 109 WLPX - ION HD
- 110 WPBY - PBS HD
- 111 QVC HD
- 112 WVAH - FOX HD
- 113 WOVK - CBS HD
- 115 WGN America HD
- 118 HSN HD
- 223 TBS HD
- 224 Lifetime HD
- 225 TNT HD
- 226 ESPN HD
- 227 ESPN2 HD
- 229 ROOT Sports HD
- 230 Golf Channel HD
- 231 SPEED HD
- 232 NBC Sports Network HD
- 233 Outdoor Channel HD
- 234 CNN HD
- 235 HLN HD
- 236 CNBC HD
- 237 MSNBC HD
- 238 FOX News Channel HD
- 239 The Weather Channel HD
- 241 Discovery Channel HD
- 242 TLC HD
- 243 Travel Channel HD
- 244 History Channel HD
- 245 truTV HD
- 246 USA HD
- 247 Lifetime Movie Network HD
- 248 Oxygen HD
- 250 Disney XD HD
- 251 Disney Channel HD
- 252 Cartoon Network HD
- 253 Nickelodeon HD
- 254 Animal Planet HD
- 256 CMT HD
- 257 VH1 HD
- 258 MTV HD
- 259 Spike HD
- 260 FX HD
- 261 Syfy HD
- 263 E! HD
- 264 Comedy HD
- 265 A&E HD
- 266 HGTV HD
- 267 Food Network HD
- 268 ABC Family HD
- 271 Bravo HD
- 272 AMC HD
- 273 TCM HD
- 274 National Geographic HD
- 275 Hallmark Channel HD
- 276 GSN HD
- 277 Style HD
- 278 BET HD
- 279 Investigation Discovery HD
- 998 HD On Demand

- Digital Music
- 901 Hit List
- 902 Hip-Hop and R&B
- 903 MixTape
- 904 Dance/Electronica
- 905 Rap
- 906 Hip-Hop Classics
- 907 Throwback Jamz
- 908 R&B Classics
- 909 R&B Soul
- 910 Gospel
- 911 Reggae
- 912 Classic Rock
- 913 Retro Rock
- 914 Rock
- 915 Metal
- 916 Alternative
- 917 Classic Alternative
- 918 Adult Alternative
- 919 Soft Rock
- 920 Pop Hits
- 921 90's
- 922 80's
- 923 70's
- 924 Solid Gold Oldies
- 925 Party Favorites
- 926 Stage & Screen
- 927 Kidz Only!
- 928 Toddler Tunes
- 929 Today's Country
- 930 True Country
- 931 Classic Country
- 932 Contemporary Christian
- 933 Sounds of the Seasons
- 934 Soundscapes
- 935 Smooth Jazz
- 936 Jazz
- 937 Blues
- 938 Singers & Swing
- 939 Easy Listening
- 940 Classical Masterpieces
- 941 Light Classical
- 942 Musica Urbana
- 943 Pop Latino
- 944 Tropicales
- 945 Mexicana

#### VIDEO ON DEMAND

- 1 FREE VOD
- A&E
- A&E HD
- ABC
- ABC HD
- ABC Family
- Adult Swim
- Anime Free
- AMC
- Animal Planet
- BET
- Bravo
- Bravo HD
- Cartoon Network
- CMT
- CNN
- Comedy Central
- Discovery Channel
- Discovery Health
- Discovery Channel
- ESPN
- Food Network
- Fuse
- Fuse HD

Lineup is subject to change. Digital set top required to receive Advanced and Max Digital TV. HDTV set top box or HD CableCard required for HD services.

### SL300 Max Digital TV

- Family Package
- 302 The Hub
- 303 Nick Jr.
- 304 TeenNick
- 305 Nick Toons
- 306 Nick 2
- 307 Boomerang
- 311 Planet Green
- 312 OWN
- 314 Discovery en Espanol
- 315 Science Channel
- 316 Military Channel
- 317 BBC America
- 319 H2
- 320 Biography Channel
- 322 DIY Network
- 323 Cooking Channel
- 324 AmericanLife TV
- 326 Crime Investigation
- 327 Military History Channel
- 334 G4
- 336 Centric
- 342 mtvU
- 350 Lifetime Real Women
- 352 WE tv
- 360 EWTN
- 364 Daystar
- 371 Bloomberg
- 372 FOX Business Network
- 374 Weatherscan

- 382 MTV Hits
- 383 Tr3s
- 384 MTV Jams
- 385 VH1 Classic
- 386 VH1 Soul
- 387 CMT Pure Country
- 388 Fuse
- 389 Great American Country
- 391 Gospel Music Channel
- 402 The Hub HD
- 411 Planet Green HD
- 412 OWN HD
- 415 Science Channel HD
- 417 BBC America HD
- 419 H2 HD
- 420 Biography Channel HD
- 434 G4 HD
- 452 WE tv HD
- 472 FOX Business Network HD
- 488 Fuse HD

- Sports & Information Package
- 334 G4
  - 434 G4 HD
  - 501 ESPN Classic
  - 502 ESPNNews
  - 503 ESPN2
  - 506 Fuel TV
  - 507 FOX Soccer Channel
  - 508 FOX Deportes

- 509 FCS Atlantic
- 510 FCS Central
- 511 FCS Pacific
- 512 CBS College Sports
- 518 FitTV
- 519 TVG
- 521 NFL Network
- 552 ESPNNews HD
- 553 ESPN2 HD
- 556 Fuel TV HD
- 557 FOX Soccer Channel HD
- 582 CBS Sports Network HD
- 571 NFL Network HD
- 597 NFL On Demand

- Movie Package
- 601 Encore
  - 602 Encore Action
  - 603 Encore Love
  - 604 Encore Westerns
  - 605 Encore Suspense
  - 606 Encore Drama
  - 616 IFC
  - 617 Sundance Channel
  - 619 FOX Movie Channel
  - 621 LOGO
  - 622 Hallmark Movie Channel
  - 631 IFC HD
  - 776 Encore HD\*

### Video On Demand

**TUNE TO CHANNEL 1**  
to access VOD.

Suddenlink's Video On Demand has great FREE programming from the most popular networks. There are also Pay Per View movies, events and adult programming available on Video On Demand. Check guide for details.

### Subscription Services

- Digital Subscription Services
- 598 NFL RedZone
- HD Subscription Services
- 599 NFL RedZone HD

### HD Plus

- 201 Velocity
- 202 HDNet Movies
- 203 HDNet
- 204 Universal HD
- 205 Palladia HD
- 206 MGM HD



- 651 HBO HD
- 652 HBO2 HD
- 654 HBO Family HD
- 655 HBO Comedy HD
- 657 HBO Latino HD
- 661 HBO
- 662 HBO2
- 663 HBO Signature
- 664 HBO Family
- 665 HBO Comedy
- 666 HBO Zone
- 667 HBO Latino
- 986 HBO On Demand
- 661 Cinemax HD
- 686 Cinemax
- 687 MoreMAX
- 688 ActionMAX
- 689 ThrillerMAX
- 989 Cinemax On Demand



- 701 Showtime HD
- 711 Showtime
- 712 SHO 2
- 713 Showtime Showcase
- 714 SHO Extreme
- 715 SHO Beyond
- 731 TMC HD
- 736 TMC
- 737 TMC Xtra
- 741 FLIX
- 987 Showtime On Demand




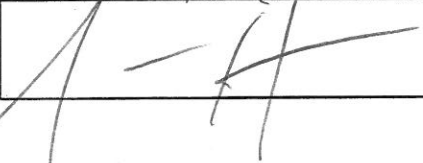
- 751 Starz HD
- 756 Starz Comedy HD
- 761 Starz
- 762 Starz Edge
- 763 Starz In Black
- 764 Starz Kids & Family
- 988 Starz On Demand
- 601 Encore
- 602 Encore Action
- 603 Encore Love
- 604 Encore Westerns
- 605 Encore Suspense
- 606 Encore Drama
- 776 Encore HD\*

## MOC13837 - Cable / Satellite Service

Pricing Page - Exhibit B

Item	Description	Unit Price per Drop per Month	* Estimated Television Drops	Unit of Measure (# of Months)	Extended Amount
3.1.2	Cable/Satellite Service Charge	\$5.00	1,100	12	\$66,000.00

\* Estimated quantities are for bidding purposes only, more or less may be utilized by the agency.  
 Failure to use this form may result in disqualification of your bid

Name:	Suddenlink Communications
Contractor's License Number:	
Signature:	
Address:	2126 W Arlington Blvd Greenville NC 27834
Phone Number:	888 201 2015
Fax Number:	813 356 0909
Email Address:	SUSAN.chatham@suddenlink.com
Authorized Signature:	

000028



BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D) \_\_\_\_\_ (E) as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G) \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J) as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for \_\_\_\_\_ (M) \_\_\_\_\_

NOW THEREFORE

(a) If said bid shall be rejected, or  
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20\_\_\_\_ (P).

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

Principal Seal \_\_\_\_\_ (Q)  
(Name of Principal)

(R) By \_\_\_\_\_ (S)  
(Must be President, Vice President, or Duly Authorized Agent)

\_\_\_\_\_ (T)  
Title

Surety Seal \_\_\_\_\_ (U)  
(Name of Surety)

\_\_\_\_\_ (W)  
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.



Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President, Vice President, or  
Duly Authorized Agent)

\_\_\_\_\_  
(Title)

Surety Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Cebridge Acquisition, LLC  
of St. Louis, MO, as Principal, and International Fidelity Insurance Company  
of Newark, NJ, a corporation organized and existing under the laws of the State of  
NJ with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Cable Television Services 1,020 outlets

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
8th day of August, 2013.

Principal Corporate Seal

Cebridge Acquisition, LLC  
(Name of Principal)  
By: [Signature]  
(Must be President or Vice President)  
Ralph G. Kelly, SVP & Treasurer  
(Title)

Surety Corporate Seal



International Fidelity Insurance Company  
(Name of Surety)  
By: [Signature]  
Angela P. Hyle Attorney-in-Fact  
Surety Phone No. 973-624-7200

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, and a power of attorney must be attached.

ACKNOWLEDGEMENTS

Acknowledgement by Principal if Individual or Partnership

- 1. STATE OF Missouri
2. County of St. Louis
3. I, Kevin P. Becker, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that Ralph G. Kelly whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this August day of 12 2013
6. Notary Seal KEVIN P. BECKER Notary Public Notary Seal State of Missouri, St Louis County Commission # 10422714 My Commission Expires Jul 26, 2014
7. Kevin P. Becker (Notary Public)
8. My commission expires on the July day of 26 2014

Acknowledgement by Principal if Corporation

- 9. STATE OF
10. County of to-wit:
11. I, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that
13. who as, signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this day of
16. Notary Seal 17. (Notary Public)
18. My commission expires on the day of

Acknowledgement by Surety

- 19. STATE OF Texas
20. County of Harris to-wit:
21. I, Shona D. Holmes, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that Angela P. Hyle
23. who as, Attorney-In-Fact signed the foregoing writing for
24. International Fidelity Insurance Company a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this August, 2013
26. Notary Seal SHONA D. HOLMES Notary Public State of Texas My Comm. Exp. 1/27/15
27. Shona D. Holmes (Notary Public)
28. My commission expires on the 27th day of January, 2015

Sufficiency in Form and Manner Of Execution Approved

Attorney General

This day of

By (Assistant Attorney General)

Tel (973) 624-7200

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Angela P. Hyle \_\_\_\_\_ as attorney-in-fact to execute the following Surety bond:

Surety Bond Number: Bid Bond  
Principal: Cebridge Telecom WV, LLC  
Obligee: State of West Virginia, Div of Corrections, Mt Olive Correctional Center

and the execution of such instrument in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

*James D. Houtby*  
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

*Jose A. Marquez*

A NOTARY PUBLIC OF NEW JERSEY  
My commission Expires Nov. 21, 2015

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 8th day of August, 2013

*Maria H. Branco*  
Assistant Secretary



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF North Carolina

COUNTY OF Pitt, TO-WIT:

I, N Eric Harris, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Suddenlink; and,  
(Company Name)
- 2. I do hereby attest that Suddenlink  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Suddenlink  
(Company Name)


By: [Signature]

Title: VP Commercial East

Date: August 9, 2013

Taken, subscribed and sworn to before me this 9th day of August.

By Commission expires March 01, 2015

(Seal)  **PEGGY J WOOTEN**  
Notary Public, North Carolina  
Edgecombe County  
My Commission Expires  
March 01, 2015

Peggy J Wooten  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



# 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.

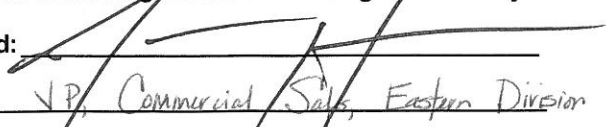
- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or 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.
- 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: Suddenlink  
Date: August 13, 2013

Signed:   
Title: J.P. Commercial Sales, Eastern Division





State of West Virginia

## **PURCHASING DIVISION**

### **Construction Bid Submission Review Form**

---

*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

---

#### **Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

#### **Errors that May Be Reason for Bid Disqualification Before Contract Award**

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

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.

Suddenlink Communications  
(Company)

[Signature]  
(Authorized Signature)

N. Eric Harris VP Commercial/EAST  
(Representative Name, Title)

888 201 2015      813 356 0909  
(Phone Number)      (Fax Number)

August 9, 2013  
(Date)

RFQ No. MAC 13837

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: Suddenlink Communications

Authorized Signature: \_\_\_\_\_ Date: August 9, 2013

State of North Carolina

County of Edgecombe, to-wit:

Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of August, 2013.

My Commission expires March 01, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC Peggy J. Wooten

Purchasing Affidavit (Revised 07/01/2012)

