



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

Solicitation

NUMBER
MOC14161

PAGE
1

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

VENDOR	Institutional Network Communications 304 South Magnolia Street Tompkinsville, KY 42167
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SHIP TO	DIVISION OF CORRECTIONS MT. OLIVE CORRECTIONAL CENTER 1 MOUNTAINSIDE WAY MT. OLIVE, WV 25185 304-442-7213
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DATE PRINTED
09/11/2013

BID OPENING DATE: 10/01/2013 BID OPENING TIME 01:30PM

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. MOC14161 SPECIFICATIONS 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. RESIDENT VENDOR PREFERENCE FORM						
***** THIS IS THE END OF RFQ MOC14161 *****						TOTAL: <u>77,220</u>
10/08/13 14:04:41 West Virginia Purchasing Division						

SIGNATURE <i>[Signature]</i>	TELEPHONE 502-220-4580	DATE 10-8-13
TITLE MANAGING MEMBER	FEIN 61-1390692	ADDRESS CHANGES TO BE NOTED ABOVE

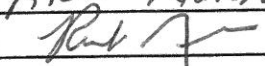
WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

MOC14161 - Cable / Satellite Service

Bid Pricing Sheet - 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	5.85	1,100	12	77,220
TOTAL COST:					77,220

* 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:	Rick Nunn
Signature:	
Address:	304 SOUTH MAGNOLIA ST. Tomp Kinsville, KY. 42167
Phone Number:	502-220-4580
Fax Number:	502-415-7320
Email Address:	Rnunn@incgroup.net

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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.

7.4 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: Rick Nunn
Telephone Number: 502-220-4580
Fax Number: 502-415-7320
Email Address: Rnunn@incgroup.net

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RFQ No. MOC 14161

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: Institutional Network Communications, LLC

Authorized Signature: [Signature] Date: 10-5-2013

State of Tennessee

County of DAVIDSON to-wit:

Taken, subscribed, and sworn to before me this 5th day of October, 2013

My Commission expires 3-8-2016, 2016

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

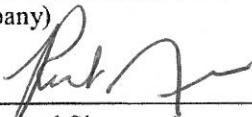
Purchasing Affidavit (Revised 07/01/2012)

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.

Institutional Network
Communications

(Company)



(Authorized Signature)

Rick Nunn, MANAGING MEMBER

(Representative Name, Title)

502-220-4580

(Phone Number)

502-415-7320

(Fax Number)

10-9-13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MOC14161

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.

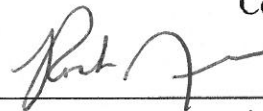
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

Institutional Network Communications
Company



Authorized Signature

10-10-13

Date

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