



One Connection. One Call. One Bill.

2120 W Arlington Blvd
Greenville, NC 27834

October 7, 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 #MOC14161. 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 24, "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.

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 and Tony Carroll, 304/993-3843, anthony.carroll@suddenlink.com.

Respectfully,

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

10/08/13 13:48:17
West Virginia Purchasing Division



- Business Telephone
- Business High-Speed Internet
- Business Video Services



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

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

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						
<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"> 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:						

SIGNATURE	TELEPHONE	DATE
	888/201-2015	September 26, 2013

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Commercial Sales	20-4394384	

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

Dianna Easter Div

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.

4. **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: September 23, 2013 by 2:00 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

5. **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.
6. **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

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.

- 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.

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.

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

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

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

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.
- 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

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.

3.2 Equipment and Supply Requirements

- 3.2.1** Vendor shall furnish and maintain in good repair all equipment, necessary to perform the requirements of the contract.
- 3.2.1.1** All Vendor supplied equipment must be of the latest technology and the most recent production model.
- 3.2.2** Receivers must be properly balanced in order to minimize the possibility of channel bleed-over.
- 3.2.3** 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.
- 3.2.4** The room containing the head end is air conditioned to the building setting.
- 3.2.5** **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.
- 3.2.6** 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.

4. 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.

REQUEST FOR QUOTATION
MOC14161 Cable/Satellite Television Service

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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: Tony Carroll
Telephone Number: 304 993 3843
Fax Number: 304 760 8950
Email Address: anthony.carroll@suddenlink.com

Fayette Channel Lineup

Effective 1/18/12



Packages & Premium Channels



SL200 Advanced Digital TV



1 Suddenlink On Demand	99 Home Shopping Programming	Digital Music	FX
2 Network WV	125 The Country Network	901 Hit List	FX HD
3 WSAZ-DT - MyZ	128 TheCoolTV	902 Hip-Hop and R&B	Gospel Music
4 WSAZ - NBC	149 DVR Playback	903 MixTape	HGTV
5 WPPT - PBS	975 TV Caller ID Info	904 Dance/Electronica	History Channel
6 WQCW - The CW		905 Rap	History Channel HD
7 WCHS - ABC	Pay Per View	906 Hip-Hop Classics	The Hub
8 WOAY - ABC	871 IN DEMAND 1	907 Throwback Jamz	Investigation Discovery
9 WLPX - ION	872 IN DEMAND 2	908 R&B Classics	Karaoke
10 WPBY - PBS	886 Adult PPV	909 R&B Soul	Kids
11 QVC	887 Adult PPV	910 Gospel	Mag Rack
12 WVAH - FOX	888 Adult PPV	911 Reggae	Military Channel
13 WOWK - CBS	889 Adult PPV	912 Classic Rock	MTV
14 WTSF - IND		913 Retro Rock	MTV2
15 WGNAmerica		914 Rock	Music Choice
17 Education Access		915 Metal	Music Choice HD
18 HSN		916 Alternative	National Geographic
19 ShopNBC		917 Classic Alternative	NBC
20 C-SPAN	104 WSAZ - NBC HD	918 Adult Alternative	NBC HD
21 C-SPAN2	106 WOAY - The CW HD	919 Soft Rock	Nickelodeon
22 Suddenlink Network	108 WOAY - ABC HD	920 Pop Hits	Nick Jr.
23 TBS	109 WLPX - ION HD	921 90's	Nick on Español
24 Lifetime Television	110 WPBY - PBS HD	922 80's	Niños Central
25 TNT	111 QVC HD	923 70's	Outdoor Channel
26 ESPN	112 WVAH - FOX HD	924 Solid Gold Oldies	Planet Green
27 ESPN2	113 WOWK - CBS HD	925 Party Favorites	Primetime OnDemand
29 ROOT Sports	115 WGN America HD	926 Stage & Screen	Science Channel
30 Golf Channel	118 HSN HD	927 Kidz Only!	Showtime Sampler
31 SPEED	223 TBS HD	928 Toddler Tunes	SPEED
32 NBC Sports Network	224 Lifetime HD	929 Today's Country	Spike
33 Outdoor Channel	225 TNT HD	930 True Country	Syfy
34 CNN	226 ESPN HD	931 Classic Country	Syfy HD
35 HLN	227 ESPN2 HD	932 Contemporary Christian	TBS
36 CNBC	229 ROOT Sports HD	933 Sounds of the Seasons	TeenNick
37 MSNBC	223 TBS HD	934 Soundscapes	TLC
38 FOX News Channel	224 Lifetime HD	935 Smooth Jazz	TNT
39 The Weather Channel	225 TNT HD	936 Jazz	Tr3s
41 Discovery Channel	226 ESPN HD	937 Blues	Travel Channel
42 TLC	227 ESPN2 HD	938 Singers & Swing	Travel Channel HD
43 Travel Channel	229 ROOT Sports HD	939 Easy Listening	USA
44 History Channel	230 Golf Channel HD	940 Classical Masterpieces	USA HD
45 truTV	231 SPEED HD	941 Light Classical	VH1
46 USA	232 NBC Sports Network HD	942 Musica Urbana	VH1 Classic
47 Lifetime Movie Network	233 Outdoor Channel HD	943 Pop Latino	Weather Channel
48 Oxygen	234 CNN HD	944 Tropicales	
49 SoapNet	235 HLN HD	945 Mexicana	
50 Disney XD	236 CNBC HD		
51 Disney Channel	237 MSNBC HD		
52 Cartoon Network	238 FOX News Channel HD		
53 Nickelodeon	239 The Weather Channel HD		
54 Animal Planet	241 Discovery Channel HD		
55 MTV2	242 TLC HD		
56 CMT	243 Travel Channel HD		
57 VH1	244 History Channel HD		
58 MTV	245 truTV HD		
59 Spike	246 USA HD		
60 FX	247 Lifetime Movie Network HD		
61 Syfy	248 Oxygen HD		
62 TV Land	250 Disney XD HD		
63 E!	251 Disney Channel HD		
64 Comedy Central	252 Cartoon Network HD		
65 A&E	253 Nickelodeon HD		
66 HGTV	254 Animal Planet HD		
67 Food Network	256 CMT HD		
68 ABC Family	257 VH1 HD		
69 TBN	258 MTV HD		
70 INSP	259 Spike HD		
71 Bravo	260 FX HD		
72 AMC	261 Syfy HD		
73 TCM	263 E! HD		
74 National Geographic Channel	264 Comedy HD		
75 Hallmark Channel	265 A&E HD		
76 GSN	266 HGTV HD		
77 Style	267 Food Network HD		
78 BET	268 ABC Family HD		
79 Investigation Discovery	271 Bravo HD		
80 TV Guide Network	272 AMC HD		
81	273 TCM HD		
82	274 National Geographic HD		
83	275 Hallmark Channel HD		
84	276 GSN HD		
85	278 BET HD		
86	279 Investigation Discovery HD		
87	998 HD On Demand		

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	382 MTV Hits	509 FCS Atlantic
302 The Hub	383 Tr3s	510 FCS Central
303 Nick Jr.	384 MTV Jams	511 FCS Pacific
304 TeenNick	385 VH1 Classic	512 CBS College Sports
305 Nick Toons	386 VH1 Soul	518 FiTV
306 Nick 2	387 CMT Pure Country	519 TVG
307 Boomerang	388 Fuse	521 NFL Network
311 Planet Green	389 Great American Country	532 ESPN News HD
312 OWN	391 Gospel Music Channel	533 ESPN HD
314 Discovery en Español	402 The Hub HD	536 Fuel TV HD
315 Science Channel	411 Planet Green HD	537 FOX Soccer Channel HD
316 Military Channel	412 OWN HD	538 CBS Sports Network HD
317 BBC America	415 Science Channel HD	571 NFL Network HD
319 H2	417 BBC America HD	597 NFL On Demand
320 Biography Channel	419 H2 HD	
322 DIY Network	420 Biography Channel HD	Movie Package
323 Cooking Channel	434 CA HD	601 Encore
324 AmericanLife TV	452 WE tv HD	602 Encore Action
326 Crime Investigation	472 FOX Business Network HD	603 Encore Love
327 Military History Channel	489 Fuse HD	604 Encore Westerns
334 G4		605 Encore Suspense
336 Centric	Sports & Information Package	606 Encore Drama
342 mtvU	334 G4	616 IFC
350 Lifetime Real Women	434 G4 HD	617 Sundance Channel
352 WE tv	501 ESPN Classic	619 FOX Movie Channel
360 EWTN	502 ESPN News	621 LOGO
364 Daystar	503 ESPN HD	622 Hallmark Movie Channel
371 Bloomberg	506 Fuel TV	631 IFC HD
372 FOX Business Network	507 FOX Soccer Channel	776 Encore HD*
374 Weatherscan	508 FOX Deportes	

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 Latam HD

661 HBO
662 HBO2
663 HBO Signature
664 HBO Family
665 HBO Comedy
666 HBO Zone
667 HBO Latino

986 HBO On Demand
991 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
758 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
779 Encore HD*

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	\$5.00	1,100	12	\$66,000.00

$\$5.00 \text{ Per Outlet} \times 1,100 \text{ Outlet} = \$5,500 \text{ MFC} \times 12 = \$66,000.00 \text{ Per Year}$
TOTAL COST: - \$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:	<i>MICHAEL TARRANT</i>
Signature:	Eric Harris <i>[Signature]</i> Suddenlink
Address:	2120 W Arlington Blvd Greenville NC 27834
Phone Number:	888 201 2015
Fax Number:	813 356 0909
Email Address:	susan.chatham@suddenlink.com

000025



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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED
09/25/2013

BID OPENING DATE: 10/10/2013 BID OPENING TIME 1:30PM

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 MOC14161 ***** TOTAL:						

SIGNATURE		TELEPHONE 888/201-2015	DATE October 7, 2013
TITLE Director of Sales	FEIN 20-4394384	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: MOC14161
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as MOC14161 ("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. The bid opening date has been extended from 10/01/2013 to 10/10/2013. The bid opening time remains at 1:30 pm.
2. Responses to vendor questions will be under separate addendum.

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.

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 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

 Authorized Signature
October 7, 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
MOC14161

PAGE
1

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

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RFQ COPY
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED
09/30/2013

BID OPENING DATE: 10/10/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 2		
0001	1	LS		840-45		
				CABLE TELEVISION SERVICES		
***** THIS IS THE END OF RFQ MOC14161 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
	888/201-2015	October 7, 2013
TITLE	PEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Director of Sales	20-4394384	

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

SOLICITATION NUMBER: MOC14161**Addendum Number: 2**

The purpose of this addendum is to modify the solicitation identified as MOC14161 ("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. Responses to vendor questions attached.
2. The bid opening remains on 10/10/2013 at 1:30 pm.

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

000003

Questions:

Q1: Regarding State of WV RFP MOC14161, does The State/MOC want a channel to be made available for channel insertion?

A1: Yes, this channel is needed to supply inmates with the Quality of Life videos.

Q2: What company currently provides cable television services to MOCC?

A2: SuddenLink Communications.

Q3: What does the State currently pay for these services monthly?

A3: Approximately \$6,699 per month.

Q4: What is the current average number of active inmate television sets in the facility?

A4: Approximately 1,000 active inmates television sets.

Q5: What is the current number of 2 man cells at the facility?

A5: There are approximately 306 two (2) man cells.

Q6: What is the current number of 4 man cells at the facility?

A6: There are zero (0) 4 man cells at the facility.

Q7: What is the current inmate population?

A7: At present, there are 1,064 inmates. This number does include the inmates at the Slayton Work Camp which is a 48-bed minimum-security unit situated on the grounds of the Mount Olive Correctional complex.

Q8: How many non-inmate television sets at the facility are currently receiving cable television service?

A8: Approximately 10.

Q9: Does the facility own the existing head-end equipment?

A9: Yes.

Q10: If so, can the successful vendor use that equipment to provide the new services?

A10: Yes, the successful vendor can use the existing head-end equipment.

Other Information:

1. The bid opening remains 10/10/2013 at 1:30 pm.
2. No additional questions will be accepted on this RFQ.

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)

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


 Authorized Signature

October 7, 2013
 Date

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

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: September 24, 2013

Signed: [Signature]
Title: Commercial Sales, Eastern Division
Director of Sales

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 exceed 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

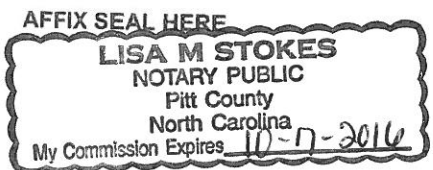
Authorized Signature: [Signature] Date: September 24, 2013

State of North Carolina

County of Pitt, to-wit:

Taken, subscribed, and sworn to before me this 7 day of October, 2013.

My Commission expires 10-7-, 2016.

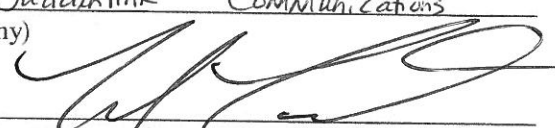


NOTARY PUBLIC Lisa M. Stokes

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)


(Authorized Signature)

MICHAEL TARRANT Director Sales
~~Eric Harris, VP Commercial Sales, Eastern Division~~
(Representative Name, Title)

888.201.2015 813.354.0909
(Phone Number) (Fax Number)

September 24, 2013
(Date)