



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
 Derint Enterprises
 5734 Highbury ct
 Houston TX
 77084

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	10/10/13 01:38:13 PM	West Virginia Purchasing Division
<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 						
<p>***** THIS IS THE END OF RFQ MOC14161 ***** TOTAL: _____</p>						

BID RECEIVED LATE
 Buyer: Tara Lyle
 Witness: Anne Daulton
 DISQUALIFIED

SIGNATURE	TELEPHONE 832 545 5966	DATE 10-09-2013
TITLE Technical Director	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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 1,100 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 MOC14161.
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 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, 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.

REQUEST FOR QUOTATION
MOC14161 Cable/Satellite Television Service

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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.

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.

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.

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MOC14161 Cable/Satellite Television Service

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- 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.

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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: Akinjide Babayemi

Telephone Number: 8325455966

Fax Number: 2675455965

Email Address: install@mytopoffer.com

MOC14161 - Cable / Satellite Service
Required Channels - Exhibit A

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

MOC14161 - Cable / Satellite Service

Bid Pricing Sheet - Exhibit B

Option One (See attachment 1)

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	\$3.75	1,100	12	\$49,500.00
see attached documents					TOTAL COST: _____
<p>* 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.</p>					
Name:	Derint Enterprises (Akinjide Babayemi)				
Signature:					
Address:	5734 Highbury ct Houston TX 77084				
Phone Number:	832 545 5966				
Fax Number:	267 545 5965				
Email Address:	install@mytopoffer.com				

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MOC14161 - Cable / Satellite Service

Bid Pricing Sheet - Exhibit B

Option Two (See attachment 2)

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	\$5.21	1,100	12	\$68,772.00

see attached documents
TOTAL COST: _____

* 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:	Derint Enterprises (Akinjide Babayemi)
Signature:	
Address:	5734 Highbury ct Houston TX 77084
Phone Number:	832 545 5966
Fax Number:	267 545 5965
Email Address:	install@mytopoffer.com

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MOC14161 - Cable / Satellite Service

Bid Pricing Sheet - Exhibit B

Option Three (See attachment 3)

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	\$9.76	1,100	12	\$128,832.00
see attached documents					TOTAL COST: _____
<p>* 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.</p>					
Name:	Derint Enterprises (Akinjide Babayemi)				
Signature:					
Address:	5734 Highbury ct Houston TX 77084				
Phone Number:	832 545 5966				
Fax Number:	267 545 5965				
Email Address:	install@mytopoffer.com				

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5734 Highbury Ct Houston TX 77084
 Phone 832 545 5966 Fax 267 545 5965

Name	Tara Lyle	Date	Wednesday, October 09, 2013
Company	Department of Administration	Valid Period	30 Days
Address	2019 Washington Street East	Account Manager	Akinjide Babayemi
City, State, Zip	Charleston WV 25305	Quote ID	MC14161
Phone		Account manager Phone	832 545 5966
Fax	(304) 558-4115	Account Manager Fax.	267 545 5965
E-Mail	Tara.l.lyle@wv.gov	Account Manager E-Mail	install@mytopoffer.com

Proposal for Cable Television Services

Option 1 (50 Standard Definition Channel) from Attachment 1

ITEM	DESCRIPTION	QUANTITY	UNIT OF ISSUE	UNIT PRICE(\$)	LINE TOTAL (\$)
1	Dish VIP211 Receiver	50	Each	199.00	9950.00
2	Head-End Equipment	Provided	by	the	State
3	Installation, Testing and Commissioning	1	LOT	5000.00	5000.00
4	Annual Maintenance	12	Months	100.00	1200.00
5	First Year Programming Cost	12	Months	4125.00	49500.00
					0.00
	ESPN, TCM & FX not Included				0.00
					0.00
TOTAL					65650.00

Option 2 (50 Standard Definition Channel) from Attachment 2

ITEM	DESCRIPTION	QUANTITY	UNIT OF ISSUE	UNIT PRICE(\$)	LINE TOTAL (\$)
1	Dish VIP211 Receiver	50	Each	199.00	9950.00
2	Head-End Equipment	Provided	by	the	State
3	Installation, Testing and Commissioning	1	LOT	5000.00	5000.00
4	Annual Maintenance	12	Months	100.00	1200.00
5	First Year Programming Cost	12	Months	5731.00	68772.00
					0.00
	ESPN not Included				0.00
					0.00
TOTAL					84922.00

Option 3 (50 Standard Definition Channel) from Attachment 3

ITEM	DESCRIPTION	QUANTITY	UNIT OF ISSUE	UNIT PRICE(\$)	LINE TOTAL (\$)
1	Dish VIP211 Receiver	50	Each	199.00	9950.00
2	Head-End Equipment	Provided	by	the	State
3	Installation, Testing and Commissioning	1	LOT	5000.00	5000.00
4	Annual Maintenance	12	Months	100.00	1200.00
5	First Year Programming Cost	12	Months	10736.00	128832.00
					0.00
	Including ESPN Package				0.00
					0.00
				TOTAL	144982.00

Note

1. Head End system is to be provided by the state.
2. Head End should be able to take Composite connection from the satellite Receiver.
3. Head End should be able to take 50 channels from tuners and any additional state insertion programs
4. Installation will be done at the Client's convenience.
5. Programming cost may include any State Taxes and/or State Recovery Fee.



Akinjide Babayemi

Technical Director



Derint Enterprises is an Authorized Dish Network Retailer. O.E # 20553319

Premier (HD Channels in Bold)**\$3.25 per drop/month**

Available to Hospitality Customers only. (Hotels, Motels, Hospitals, Nursing Homes, RV Parks, Prisons)

3ABN*	C-SPAN	<i>Investigation Discovery</i>	Russia Today
A&E	C-SPAN2	Jewelry Television	Sale
ABC Family	Daystar	<i>Kids & Teens Television</i>	SBN
Al Jazeera America	Deal	Lifetime	Science
<i>Alma Vision*</i>	Destination America	Lifetime Movie Network	Shop
America Live	Discovery Channel	<i>LinkTV</i>	ShopNBC
AMC	DISH FYI	Liquidation Channel	Spike TV
Angel One	DISH Home	LOGO	Sportsman Channel
<i>Angel Two</i>	E! Entertainment Television	Mercury Television	Syfy
Animal Planet	Enlace	MLB Network	TBN
AXS TV	<i>Eternal Word Television Network</i>	Military Channel	TBS
BabyFirst TV	Food Network	msnbc	Tennis Channel
BET	Fox Business Network	MTV	TLC
Big Ten Network**	FOX News Channel	MTV2	TNT
Bio	<i>Free Speech TV</i>	NASA	Travel Channel
Blockbuster Studio	G4	National Geographic Channel	truTV
Bloomberg Television	Gems & Jewelry	NBA TV	<i>TV Guide Network</i>
Bravo	Golf Channel	NBC Sports	TV Land
Buy!	GSN	NFL Network	Universal HD HD Only
<i>BYUTV</i>	H2	NHL Network	USA
Cartoon Network (E)	Hallmark Channel	Nickelodeon/Nick at Night (E)	Velocity HD Only
Cartoon Network (W)	Hallmark Movie Channel	Nickelodeon/Nick at Night (W)	V-ME
CBS Sports Network	HDNet Movies HD Only	<i>Nicktoons Network</i>	VH1
CCTV-E	HGTV	OWN: Oprah Winfrey Network	VH1 Classic
CCTV-News	History	<i>Oxygen</i>	Weather Channel
<i>Chiller</i>	HITN	Palladia HD Only	Women's Entertainment
<i>Christian Television Network</i>	HLN	<i>Pentagon</i>	
<i>Classic Arts Showcase*</i>	HSN	<i>Pivot</i>	
CMT	HSN 2	Prayer	
CNBC	Idea	QVC	
CNN	IFC	ReelzChannel	
Comedy Central	<i>Impact</i>	RFD-TV	
Cooking Channel	Inspiration Network	<i>Rural TV</i>	

Local Networks**\$0.50 per drop/month****Attachment 1 (Total of \$3.75 Per drop/month)**

Premier (HD Channels in Bold)

\$3.25 per drop/month

Available to Hospitality Customers only. (Hotels, Motels, Hospitals, Nursing Homes, RV Parks, Prisons)

3ABN*	C-SPAN	<i>Investigation Discovery</i>	Russia Today
A&E	C-SPAN2	Jewelry Television	Sale
ABC Family	Daystar	<i>Kids & Teens Television</i>	SBN
Al Jazeera America	Deal	Lifetime	Science
<i>Alma Vision*</i>	Destination America	Lifetime Movie Network	Shop
America Live	Discovery Channel	<i>LinkTV</i>	ShopNBC
AMC	DISH FYI	Liquidation Channel	Spike TV
Angel One	DISH Home	LOGO	Sportsman Channel
<i>Angel Two</i>	E! Entertainment Television	Mercury Television	Syfy
Animal Planet	Enlace	MLB Network	TBN
AXS TV	<i>Eternal Word Television Network</i>	Military Channel	TBS
BabyFirst TV	Food Network	<i>msnbc</i>	Tennis Channel
BET	Fox Business Network	MTV	TLC
Big Ten Network**	FOX News Channel	MTV2	TNT
Bio	<i>Free Speech TV</i>	NASA	Travel Channel
Blockbuster Studio	G4	National Geographic Channel	truTV
Bloomberg Television	Gems & Jewelry	NBA TV	<i>TV Guide Network</i>
Bravo	Golf Channel	NBC Sports	TV Land
Buy!	GSN	NFL Network	Universal HD HD Only
BYUTV	H2	NHL Network	USA
Cartoon Network (E)	Hallmark Channel	Nickelodeon/Nick at Night (E)	Velocity HD Only
Cartoon Network (W)	Hallmark Movie Channel	Nickelodeon/Nick at Night (W)	V-ME
CBS Sports Network	HDNet Movies HD Only	<i>Nicktoons Network</i>	VH1
CCTV-E	HGTV	OWN: Oprah Winfrey Network	VH1 Classic
CCTV-News	History	<i>Oxygen</i>	Weather Channel
<i>Chiller</i>	HITN	Palladia HD Only	Women's Entertainment
<i>Christian Television Network</i>	HLN	<i>Pentagon</i>	
<i>Classic Arts Showcase*</i>	HSN	<i>Pivot</i>	
CMT	HSN 2	Prayer	
CNBC	Idea	QVC	
CNN	IFC	ReelzChannel	
Comedy Central	<i>Impact</i>	RFD-TV	
Cooking Channel	Inspiration Network	<i>Rural TV</i>	

Local Networks

\$0.50 per drop/month



The Edge

Channels Include: Fox Deportes, Fox Movie Channel, FX, FXX, TV Games Network

\$0.88 per drop/month

Classic & Country

Channels Include: **Bravo**, **CMT**, Great American Country, **IFC**, **RFD-TV**, **TCM**, **Women's Entertainment**

\$0.58 per drop/month

Attachment 2 (Total of \$5.21 per drop/month)

Premier (HD Channels in Bold)

\$3.25 per drop/month

Available to Hospitality Customers only. (Hotels, Motels, Hospitals, Nursing Homes, RV Parks, Prisons)

3ABN*	C-SPAN	<i>Investigation Discovery</i>	Russia Today
A&E	C-SPAN2	Jewelry Television	Sale
ABC Family	Daystar	<i>Kids & Teens Television</i>	SBN
Al Jazeera America	Deal	Lifetime	Science
<i>Alma Vision*</i>	Destination America	Lifetime Movie Network	Shop
America Live	Discovery Channel	<i>LinkTV</i>	ShopNBC
AMC	DISH FYI	Liquidation Channel	Spike TV
Angel One	DISH Home	LOGO	Sportsman Channel
<i>Angel Two</i>	E! Entertainment Television	Mercury Television	Syfy
Animal Planet	Enlace	MLB Network	TBN
AXS TV	<i>Eternal Word Television Network</i>	Military Channel	TBS
BabyFirst TV	Food Network	msnbc	<i>Tennis Channel</i>
BET	Fox Business Network	MTV	TLC
Big Ten Network**	FOX News Channel	MTV2	TNT
Bio	<i>Free Speech TV</i>	NASA	<i>Travel Channel</i>
Blockbuster Studio	G4	National Geographic Channel	truTV
Bloomberg Television	Gems & Jewelry	NBA TV	<i>TV Guide Network</i>
Bravo	Golf Channel	NBC Sports	TV Land
Buy!	GSN	NFL Network	Universal HD HD Only
BYUTV	H2	NHL Network	USA
Cartoon Network (E)	<i>Hallmark Channel</i>	Nickelodeon/Nick at Night (E)	Velocity HD Only
Cartoon Network (W)	Hallmark Movie Channel	Nickelodeon/Nick at Night (W)	<i>V-ME</i>
CBS Sports Network	HDNet Movies HD Only	<i>Nicktoons Network</i>	VH1
CCTV-E	HGTV	OWN: Oprah Winfrey Network	VH1 Classic
CCTV-News	History	<i>Oxygen</i>	Weather Channel
<i>Chiller</i>	HITN	Palladia HD Only	Women's Entertainment
<i>Christian Television Network</i>	HLN	<i>Pentagon</i>	
<i>Classic Arts Showcase*</i>	HSN	<i>Pivot</i>	
CMT	HSN 2	Prayer	
CNBC	Idea	QVC	
CNN	IFC	ReelzChannel	
Comedy Central	<i>Impact</i>	RFD-TV	
Cooking Channel	Inspiration Network	<i>Rural TV</i>	

Local Networks

\$0.50 per drop/month



The Edge

\$0.88 per drop/month

Channels Include: Fox Deportes, Fox Movie Channel, FX, FXX, TV Games Network

Classic & Country

\$0.58 per drop/month

Channels Include: Bravo, CMT, Great American Country, IFC, RFD-TV, TCM, Women's Entertainment

ESPN Sports (HD Channels in Bold)

All channels in the package must be displayed.

	<u>per drop/month</u>		<u>per drop/month</u>
A la Carte - ESPN	\$5.45	Pak 4 - ESPN, ESPN2, ESPNEWS, ESPN Classic	\$4.65
Pak 1 - ESPN, ESPN2	\$5.25	Pak 5 - ESPN, ESPN2, ESPNEWS, ESPN Classic, ESPNU	\$4.55
Pak 2 - ESPN, ESPN2, ESPNEWS	\$4.80	ESPN Deportes - Available upon request to Free-To-Guest subscribers at no additional cost in lieu of ESPNU with a subscription to ESPN Pak 5.	
Pak 3 - ESPN, ESPN2, ESPN Classic	\$4.80		

Attachment 3 (Total of \$9.76 per drop/month)

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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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: Derint Enterprises

Signed: 

Date: 10-09-2013

Title: Technical Director

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: Derint Enterprises (Akinjide Babayemi)
Authorized Signature: [Signature] Date: 09/30/2013

State of TEXAS

County of HARRIS, to-wit:

Taken, subscribed, and sworn to before me this 30th day of September, 2013

My Commission expires NOVEMBER 4th, 2013.

AFFIX SEAL HERE



MUHAMMAD JAHANJEB KHAN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP 11-04-2013

NOTARY PUBLIC [Signature]

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.

Derint Enterprises

(Company)



(Authorized Signature)

Akinjide Babayemi

(Representative Name, Title)

832 545 5966

267 545 5965

(Phone Number)

(Fax Number)

10-09-2013

(Date)

000005

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.

Derint Enterprises

Company

[Signature]

Authorized Signature

10-09-2013

Date

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