



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

# Request for Quotation

RFQ NUMBER
EBA196

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/01/2009				

BID OPENING DATE: 04/09/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 3/25/2009.						
THE BID OPENING DATE REMAINS: 04/09/2009						
ATTACHMENTS: QUESTIONS AND RESPONSES REVISED PRICE PAGE						
0001	1	LS		020-71		
EQUIPMENT, BROADCASTING						
EXHIBIT 10						
REQUISITION NO.: EBA196						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .....						
NO. 2 .....						

SIGNATURE		TELEPHONE		DATE
NO. 3		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
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	NO. 4 .....					
	NO. 5 .....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH            ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND 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.</p> <p>.....            SIGNATURE</p> <p>.....            COMPANY</p> <p>.....            DATE</p> <p>REV. 11/96</p> <p>----- END OF ADDENDUM NO. 1 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**EBA196**  
**Addendum No. 1**

Question

Manufacturer (Harmonic) requires that customers purchase support contract for both the hardware and software at the time of the original purchase. The contracts are for the first year and can be renewed on an annual basis.

Question

Harmonic requires 1 year of hardware support and software support. Do you want these charges delineated on the quote or wrapped up into the cost of the equipment?

Response:

Please refer to the revised price page which is attached. Please note that the hardware and software support are mandatory with this bid.

**PRICE PAGE**

**RFQ EBA196 SD ATSC Encoders and Multiplexer**

<b>Qty.</b>	<b>Description Unit</b>	<b>Unit Price</b>	<b>Extended</b>
3	MPEG-2 4:2:0 encoder, digital and analog inputs 1 video and 4 audio, supports DivitrackIP Harmonic <b>ELEC-5012MP Divicom</b> <b>Electra 5000</b> or equal	\$ _____	\$ _____
3	Software license for managing and monitoring VBR encoders in an IP based statistical pool Harmonic <b>SW-LIC-30-LAN NMX</b> or equal	\$ _____	\$ _____
3	Rack mount kit for 1RU Divicom Encoder Harmonic <b>RM-3-24</b> or equal or equal	\$ _____	\$ _____
1	Harmonic <b>PRM-1K-MUX-SCR ProStream 1K</b> <b>MUX SCR ATO</b> or equal	\$ _____	\$ _____
1	Harmonic Prostream 1-RU chassis, AC power Supply model <b>PRM-1K-CHS-AC-B</b> or equal	\$ _____	\$ _____
1	Harmonic Prostream 1000 Gbe Input/ output module model <b>PRM-1K-IOM-GBE-0002</b> or equal	\$ _____	\$ _____
1	Harmonic Prostream 1000 ASI-SCR 4-ASI input/ output module, model <b>PRM-1K-ASI-SCR-0001</b> or equal	\$ _____	\$ _____
2	Harmonic Transceiver SFP module, 1000 Base-T RJ-45 connector, model <b>GSF9100-02-1</b> or equal	\$ _____	\$ _____
1	Harmonic DivitrackIP license, per pool model <b>SW-LIC-PRM-DT</b> or equal	\$ _____	\$ _____

1	Software license for managing and monitoring devices using MNX, multiplexers, rate shapers, or splicers Harmonic model <b>SW=LIC-40</b> or equal	\$ _____	\$ _____
1	Rack mount kit for 1RU Divicom Encoder Harmonic <b>RM-3-24</b> or equal or equal	\$ _____	\$ _____
1	Minor upgrade license for NMX version 4.0 application Harmonic model <b>SW-NMX-UPG-MINOR</b> or equal	\$ _____	\$ _____
1	24 port 10/100/1000 IP switch Cisco <b>Catalyst 2960</b> or equal	\$ _____	\$ _____
1	Two days system checkout, test, and commissioning Harmonic <b>SCTC</b> or equal	\$ _____	\$ _____
1	Year for renewable hardware support	\$ _____	\$ _____
1	Year for renewable software support	\$ _____	\$ _____
<b>TOTALS</b>		\$ _____	