



WV Network for Educational Telecomputing

837 Chestnut Ridge Road
Morgantown, WV 26505

Voice: (304) 293-5192
Fax: (304) 293-5540

Purchase Order

42003C

Please show this number on all packages and documents related to this order.

P Doc No.:

Page #:

Vendor:
Grandview Systems Inc
4200 1st Ave., Ste 114
Nitro WV 25143

Ship to:
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

Invoice to:
Accounts Payable
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

WVFIMS: 83121

FEIN: 540-706-361

Date	Buyer	Ship Via	F. O. B.	P. O. Date	Terms	Delivery Date Required	
01/13/2012	GK		Destination	01/16/2012	Net 30		
Item	Quantity	U/M	Description			Unit Price	Extended Price
			<p>This contract will establish an open-end contract for public and private Higher Education institutions to purchase audio visual equipment, Projectors, and peripherals per RFP #01202 dated December 8, 2011 And the Vendor's proposal dated January 6, 2012.</p> <p>WVNET reserves the right to add other manufactures products, Services, peripherals for audio/visual needs during the life of this Contract as desired by the institutions.</p> <p>Contract Period: January 16, 2012 –January 15, 2013 with the option To renew for five (5) additional one-year periods</p> <p>Contact: Tom Sizemore Phone: (304) 204-1392 ext#6 tsizemore@gsiww.com</p>				
AUTHORIZED AGENT: Greg Kidder 304-293-5192					DISCOUNT		
AUTHORIZED SIGNATURE:  1/13/2012					ADDL. CHARGES		
ATTORNEY GENERAL: (if required)					PURCHASE ORDER TOTAL		OPEN END

ACCOUNTING INFORMATION:

This order is tax exempt. Exemption #:550571237

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission, Council for Community and Technical Education or Governing Board, whichever has jurisdiction pursuant to W. Va. Code, shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, 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.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Rejection of goods or materials due to nonconformity with the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.



1-2-2012

Mr. Greg Kidder
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26506

Mr. Kidder,

Thank you for the opportunity to submit a proposal for WVNET 01202. Grandview Systems Inc. has been a leader in the implementation of professional audio and video products and integrated systems in the state of West Virginia for the past 5 years. We have built and maintained systems for most of the colleges and universities during that time period.

Grandview Systems Inc. offers and provides only the latest products and technologies to their customers. The bulk of our business has been with higher education institutions and we are uniquely qualified to serve the needs of the higher education community and the state of West Virginia.

Grandview Systems Inc is a West Virginia based company with over 100 years of cumulative years experience in installing, integrating, and maintaining audio visual systems in the state of West Virginia.

Thank you,

A handwritten signature in black ink, appearing to read "Tom Sizemore", is written over the "Thank you," text.

Tom Sizemore, President
Grandview Systems Inc.

REQUEST FOR PROPOSALS 01202

The objective of this RFP is to establish an open end contract from which higher education institutions may purchase audio visual equipment, projectors, peripherals, and services per the attached bid sheet. Vendor must complete this proposal in accordance with the attached instructions. Vendor inquiries must be received prior to 5:00 p.m. December 19, 2011. Bids are to open at 1:00 p.m., Friday, January 6, 2012. This bid is available on our website: http://www.wvnet.edu/index.php?option=com_content&task=view&id=366

PART I - INSTRUCTIONS TO BIDDERS

- Use the forms provided by WVNET, as instructed.
- Complete all sections of the bid sheet.
- All quotations are considered F.O.B. destination, prepaid and allowed.
- All quotations must be delivered by the bidder to this office shown below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotation on time will result in disqualification.

ORIGINAL SIGNED, SEALED BID TO:

WVNET
Chief Procurement Officer
837 Chestnut Ridge Road
Morgantown, WV 26505

Please make sure that the envelope is clearly marked "RFP 01202"

PART II: GENERAL TERMS & CONDITIONS FOR RFP 01202

- Awards will be made in the best interest of WVNET, WV Higher Education Institutions and the State of West Virginia.
- WVNET may accept or reject in part, or in whole, any bid.
- All quotations are governed by the West Virginia Code and the rules and regulations of the Higher Education Policy Commission.
- Each bidder must be a registered vendor with the State of WV prior to any award. The vendor must also pay the registration fee.
- All services performed or goods delivered under higher education purchase orders are to be continued for the term of the purchase order, 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.
- Payment may only be made after the delivery and acceptance of goods or services. Advance payments are disallowed.
- Interest may be paid for late payment in accordance with the West Virginia Code.
- Resident vendor preference shall be granted upon written request with the vendor's response according to the attached "Preference Certificate". Each successful vendor will be certified for a specific percentage (not to exceed 5%) for the sections of the Resident Vendor Preference that was qualified. This % shall be applied to all future bids under this contract, if a non-resident or out-of-state vendor is one of the successful contractors of the contract, except in cases of reciprocity.
- All State of WV Higher Education Institutions are exempt from Federal and State taxes and will not pay or reimburse such taxes. Exemption Certificates may be requested from the individual College and Universities. Private Colleges in WV eligible to use this contract must supply this information to the vendor(s).
- The WVNET Chief Procurement Officer may cancel any purchase order/contract upon 30 days written notice to the seller.
- The laws of the State of West Virginia and the rules and regulations of the Higher Education Policy Commission shall govern all rights and duties under the contract.
- If it is the intent of the apparent successful vendor to require the State to execute the vendor's contract, such contract must be attached for consideration with the proposal. It will also be a requirement of the successful vendor to sign the "Agreement Addendum" form (WV-96) which is attached for your review.
- This open-end contract is to become effective upon approval for one year, with options to renew for five (5) successive years.
- Bidder must include letter (s) from the manufacturer naming vendor as an authorized education dealer in the state of WV for the product (s) quoted.
- Vendor must be able to provide and maintain their own web site where contract information can be located. Contract information should include a contact person, phone number, fax number, and a list of products. It is the vendor's option to list prices. Vendor must agree to allow WVNET's web site to link to their web site so that eligible institutions can get contract information easily.

UNDERSTOOD: TLS

PART III - PROCEDURAL SPECIFICATIONS

The objective of the Request for Proposal (RFP) is to establish a qualified vendor or vendors from which colleges and universities may purchase audio visual equipment and peripherals.

The items bid are to be current products from the vendors product line. This is not a mandatory contract for use by the higher education institutions; but is made available for the convenience of those colleges, universities and agencies as requested.

The purpose of Part III is to provide information to the vendor explaining what is expected when responding to this request.

A. VENDOR PROPOSALS

- The vendor must respond affirmatively to each mandatory requirement of this RFP.
- A vendor's response should consist of a copy of the RFP with the vendor's understanding of each requirement, sequentially numbered and inserted in proper position;
- the vendor's completed WV-96 (Exhibit C);
- the in-state vendor preference sheet (Exhibit H), if applicable;
- letter(s) from the manufacturer authorizing educational sales in WV;
- The equipment bid sheet, quoting pricing for each product on the sheet;
- Exhibit E, No Debt Affidavit, signed and notarized;
- Exhibit G, Drug Free Workplace Conformance Affidavit, signed and notarized.
- Exhibit I, Amendment Receipt Form

Any proposal that does not adhere to this format, and/or which does not address each requirement within the RFP, may be deemed non-responsive and rejected on that basis.

WVNET reserves the right to waive any informalities in the proposal format.

The vendor should provide one (1) complete copy of their bid for use in the evaluation process, along with one (1) signed original. Electronic copies of the bid should also be included in a MS Word or pdf format.

Proposals should be prepared simply and economically, providing a straight-forward concise description of the vendor's capability to satisfy the requirements of the RFP.

The vendor will bear all costs associated with the preparation and presentation of the vendor's bid. Neither WVNET, nor the State of West Virginia, in general, will in any way be obligated by the vendor's response to this RFP.

If the proposals contain any information that the vendor does not want disclosed to the public or used by the State for any purpose other than to evaluate the proposal, such information must be included under separate cover and clearly marked as follows:

"THIS PAGE SHALL NOT BE DISCLOSED, DUPLICATED, OR USED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL."

This restriction may only apply to information that is specifically exempted from disclosure under Article 1, Chapter 28B of the West Virginia Code (West Virginia Freedom of Information Act).

UNDERSTOOD: JLS

B. SCHEDULE OF EVENTS FOR RFP# 01202

- | | |
|---|-------------------|
| • Release of RFP: | December 8, 2011 |
| • Deadline for written questions: | December 19, 2011 |
| • Distribution of responses to written questions: | December 22, 2011 |
| • Bid Opening Date and Time 1:00 p.m. | January 6, 2012 |
| • Estimated date of award of bid: | January 16, 2012 |

C. RELEASE OF RFP

This RFP is being issued by WVNET on December 8, 2011.

Deadline for Vendor Written Inquiries

Potential vendors may submit written questions relative to the intent or clarity of this RFP until the close of business on December 19, 2011. All written questions must be addressed to Gregory Kidder, Chief Procurement Officer, WVNET, 837 Chestnut Ridge Road, Morgantown, WV 26505 or emailed to gkidder@mail.wvnet.edu.

Response to Vendor Questions

Written responses to written questions and any RFP amendments, if necessary, will be distributed by December 22, 2011 to all recipients of the RFP.

Bid Opening Date and Time

All vendor proposals must be received at WVNET prior to 1:00 p.m. on Friday, January 6, 2012.

D. CONTRACT AWARD

Upon receipt of each vendor's response, the Purchasing Department of WVNET will review each response and confirm compliance with the RFP mandatory requirements, procurement guidelines, and contractual obligations. The State intends to enter into an agreement with the apparent successful vendor(s) with an initial term of 12 months, and options to renew each year for (5) five additional years. WVNET reserves the right to exercise the option of renewal.

UNDERSTOOD: TL5

E. HOW INSTITUTIONS WILL USE THIS CONTRACT

All institutions will use the following guidelines when procuring from this contract:

- The school/department prepares a requisition/configuration of hardware/peripherals/support required using product list
- The school prepares a purchase order designating the configuration/model number. The purchase order must reference the WVNET contract resulting from this RFP.
- Vendor must deliver, install, make operational, and train (if necessary). Invoices are to be submitted according to the instructions on the purchase order from the institution. WVNET is not to be considered a central shipping or billing entity.

UNDERSTOOD: TL5

F. VENDOR RESPONSIBILITIES

- Vendor must be a current authorized reseller of audio visual equipment to ensure support and service of the contracted equipment. Vendor must provide, with their bid response, a letter from the manufacturer(s) authorizing the vendor as a current certified VAR, for the past 12 months. Vendor should be ICIA® certified to sell, support, and install all covered products. The International Communications Industries Association, Inc.® (ICIA®) is the premier trade association for the professional audiovisual communications industry. Vendor should also provide proof of ICIA® certification.
- Items shipped must be in compliance with the specifications of the school. ANY DEVIATION OR SUBSTITUTION MUST BE CLEARLY MARKED BY THE VENDOR
- All vendor quotations are considered F.O.B. Destination, prepaid and allowed.

- Vendor must provide the WVNET purchasing department copies of current price lists, catalogs and product information to aid in configuration. These updates should be sent to WVNET on a quarterly basis.
- After vendor receipt of purchase order:
- When approved by the institution's purchasing department, the school will fax or mail a copy of the purchase order to the vendor.
- The vendor will not deliver partial shipments unless approved by the school.
- If the vendor does not deliver as specified in the vendor's response or the date agreed upon by the school and the vendor, the school may file a Vendor Complaint Form and send it to WVNET notifying them of the vendor's non-performance. Upon three vendor complaints the vendor may be asked to meet with a representative from WVNET.
- The vendor must agree to ship all items complete with a all of the manufacturer's normal inclusions, such as, but not limited to, manuals, registration cards, cables, nuts and bolts, etc.

Acceptance of System

Upon delivery of the equipment, the school will have up to seven (7) calendar days to perform the initial acceptance procedures. At a minimum, the school will be responsible for opening the boxes and checking delivery slips to confirm that the entire order was received and is not visibly damaged. Any deviations from the purchase order will be resolved by the vendor upon notification from the school during this seven-day acceptance period. The school will be deemed to have initially accepted the system on the eighth day following delivery unless the school has notified the vendor of any deficiencies. The school will maintain the hardware boxes and other packaging in which the equipment was delivered until after acceptance of the equipment.

The school will have fourteen (14) calendar days from delivery to perform the acceptance testing procedures. This examination shall include an inventory of internal components/cards and the testing required to insure compatibility with communication requirements. Any deviations from the purchase order or problems encountered will be resolved by the vendor upon notification from the school during this fourteen-day acceptance testing.

In some instances, schools will be buying equipment for statewide use with delivery at a central location. In these instances, the school has the option of negotiating with the vendor on a staged acceptance procedure. This option will be noted on the school's specifications.

Vendor Support

- The vendor must agree to maintain a technical support telephone number, staffed for eight consecutive hours between the hours of 8:00 a.m. and 5:00 p.m., Eastern Time during business days for the State, and accessible to all schools who have purchased items from the vendor under this contract. Personnel staffing vendor's support line must be able to give competent technical assistance to schools for all items purchased from the vendor.
- The vendor agrees to stand behind the accuracy of the quote provided to the school. If the wrong components appear on the vendor's quote, or if the quote is incomplete, the vendor is responsible for any corrections required and must assume the cost of correction.
- The vendor agrees that his marketing staff will return calls from the schools within forty-eight (48) hours. These calls could be questions in regard to order status, questions on capabilities of equipment, or requests for quotes.
- The vendor should provide a single point of contact for marketing (one person that will handle quotes), a single point of contact for installation support (one person that will assist the school's technical support personnel in installation problems) and a single point of contact for warranty support (one person to handle problems encountered during the warranty period).
- The vendor should provide demonstrations at customer locations upon request, and provide follow up service for training and provide loaner equipment of equal or greater capabilities for equipment that needs to be taken off site for repair.

Lemon Law

If more than five legitimate service calls are required for any individual equipment provided by the vendor during the first year of warranty, the equipment shall be considered a "lemon" and replaced by the vendor. If the agency and vendor determine that the problem is a known software problem, the service call will not count as one of the five required under this "lemon" provision. Initial installation and setup also does not count as one of the five service calls. The "lemon" provision will also apply to other components but the time frame for printers and other components shall be the first year or the manufacturer's warranty, whichever is less. The vendor must notify the agency if the manufacturer's warranty is less than one year. The school shall document all service calls by serial number, vendor technician working on the problem, and date.

UNDERSTOOD TLS

G. PRIME CONTRACTOR RESPONSIBILITIES

The vendor must assume full responsibility for delivery, warranty, maintenance of all equipment and software, and support services provided under this contract. Further, WVNET will consider the selected vendor to be the sole point of contact with regard to contractual matters. All use of subcontractors must be specifically identified in the vendor's proposal and the Prime Contractor must describe the type of contractual arrangement that will exist with all subcontractors. All subcontractors must have at least one (1) year of experience in the services they will be providing.

Use of subcontractor does not relieve the vendor of sole responsibility for performance under the contract. If at any time the subcontractors of the Prime Contractor change, WVNET must be notified in writing and a change order must be completed. The Prime Contractor shall be responsible for meeting all of the terms and conditions resulting from this RFP.

UNDERSTOOD TLS

H. PATENT AND COPYRIGHT PROTECTION

The vendor shall defend, at its own expense, the State and its agencies against any claim that any products or services provided under this contract infringes any patent or copyright, and shall pay all costs, damages, and attorneys' fees that a court finally awards as a result of such claim. To qualify for such defense and/or payment, the State shall: (1) give the vendor prompt written notice of any claim; (2) allow the vendor to control the defense or settlement of the claim; and (3) cooperate with the vendor in a reasonable way to facilitate the defense or settlement of the claim. If any product or service becomes, or in the vendor's opinion is likely to become the subject of infringement, the vendor shall at its option and expense:

(1) provide the State the right to continue using the product or service; (2) replace infringing; or (3) accept the return of the service and product or service, less any other amounts which are due to the vendor. The vendor's obligation will be void as to any product or service modified by the State to the extent such modification is the cause of the claim unless such modification was authorized by the vendor.

UNDERSTOOD TLS

I. WARRANTY

The vendor must pass on all manufacturer's warranty to the schools. The vendor must provide, at a minimum, a one-year on-site warranty service that includes parts and labor at no cost to the State. Warranty work must be performed by a technician authorized by the manufacturer to service the equipment.

The vendor must fully describe his warranty options in the response to this RFP. Description must include on-site warranty services. The vendor should describe any extended warranty options. If the vendor has a loaner policy when a critical machine is down during the warranty period, the vendor must describe how this is utilized.

UNDERSTOOD TLS

J. VENDOR CAPABILITY AND STABILITY

- Each vendor must be a registered vendor with the State of West Virginia prior to any award. The vendor must also pay the registration fee in accordance with Higher Education Governing Boards Regulations.
- The vendor must have at least one (1) year of experience providing, installing, integrating, and maintaining audio visual equipment and related services, at high volume levels. Vendor must include a letter (s) from the manufacturer(s) as proof that they are an authorized distributor for the specified audio visual equipment in the State of West Virginia.
- All subcontractors must have at least one (1) year of experience in the services they will be providing.
- Financial position of vendor; e.g. (Dun & Bradstreet Rating). Vendor must explain what percentage of their volume this contract would include and how the vendor plans to handle the volume financially.
- Vendor must provide two (2) written customer references, preferably in education or governmental organizations. One (1) of these customer references must be for companies, schools, agencies located within West Virginia. All customer references must be on company letterhead and must be for clients who have purchased audio visual equipment as specified in this RFP.

UNDERSTOOD TLS

PART IV – EVALUATION CRITERIA

This RFP will utilize the following criteria for evaluation:

10% Vendor Capability and Stability

15% Vendor Offerings, Services, and Warranty

75% Price

42003C



4200 1st Avenue
Suite 114
Nitro, WV 25143
(304) 204-1392 (Voice)
(304) 204-1394 (Fax)

Section F. Vendor Support

Technical Support Telephone Number (304) 204-1392

Points of Contact:

Marketing

email

Voice

Mobile

Fax



Tom Sizemore

tsizemore@gsiww.com

(304) 204-1392 ext #1

(304) 545-8819

(304) 204-1394

Installation Support

email

Voice

Mobile

Fax

Brian McCormick

bmccormick@gsiww.com

(304) 204-1392 ext #6

(304) 541-8284

(304) 204-1394

Warranty Support

email

Voice

Mobile

Fax

Kenny Watson

kwatson@gsiww.com

(304) 204-1392 ext #6

(304) 542-9385

(304) 204-1394



Section I. Optional Warranty Information

Grandview Systems Inc. understands that one year of onsite warranty is included at no cost to the State of West Virginia.

GTS provides a greater level of support for schools that require more urgent response to technical support issues. This contract is available to schools who are purchasing new systems, have existing systems installed by Grandview Systems Inc. that are out of warranty and that have systems that are out of warranty that were not provided by Grandview Systems Inc.. Grandview Systems Inc. does reserve the right to review for acceptance those systems that it did not provide for exclusion before entering into a contract.

The cost for the GTS contract is fixed at 5% of the original project total. The contract may be renewed by agreement of both parties at the same cost per year for up to a total of five years.

Grandview Technical Support Labor Contract

1. Standard Warranty for all Grandview systems is 1 year parts and labor. (Factory warranties apply)
2. . The GTS contract starts the day installation of the system begins.
3. For existing systems and renewal of GTS contracts, the GTS contract period is 12 months.
4. GTS includes:
 - a. Fixed labor cost for the GTS period. (GTS contract amount)
 - b. 24/7 telephone support
 - c. Guaranteed response time for service calls (initial response may by telephone)
 - d. Telephone and on-site troubleshooting at no additional cost
 - e. Travel costs are included
 - f. Tracking of warranty status of all equipment and systems, and notification of expirations
 - g. Tracking of service history for your records
 - h. Cost includes all labor necessary for trouble shooting
 - i. Software and hardware upgrades provided by the manufacturer provided at no cost will be implemented at no additional cost
5. GTS does not include:
 - a. Damage due to abuse, theft or acts of God
 - b. Modifications to the basic system wiring, design or software modifications from the original design for Crestron control systems.

- c. Any parts required for repairs.
- d. Consumable items such as projection lamps or other user items.
- e. Cost for factory service of any equipment
- f. Shipping charges for items repaired, in or out of manufacturers warranty
- g. GTS is not a maintenance contract. Unless otherwise specified no routine maintenance of systems or equipment is provided.



4200 1st Avenue
Suite 114
Nitro, WV 25143
(304) 204-1392 (Voice)
(304) 204-1394 (Fax)

J. Vendor Capability and Stability

- Grandview Systems Inc. (GSI) is a registered vendor with the State of West Virginia. (See attached receipt of vendor registration fee.)
- GSI has more than 100 years cumulative experience in installing, integrating and maintaining AV systems in West Virginia. GSI annually provides hundreds of systems to users in West Virginia. (See attached vendor letters of authorization and ICIA certification.)
- GSI uses no subcontractors in the implementation of its contracts.
- GSI DUNS #78-745-2817. The level of volume of this contract is unknown however GSI has a credit line with a local bank and credit with individual manufacturers and distributors that will permit it handle the potential volume of this contract.

As an example of GSI's ability to financially perform this contract, GSI currently supports an integration contract with Bluefield State College that permits all Higher Education branches to purchase integrated systems and equipment from GSI. This contract has been used by virtually all of the Colleges and Universities in the State of West Virginia and has been in force for more than four years.

- GSI maintains its own web site and agrees to provide links to WVNET and list all information pursuant to this contract on its web site.



Certified Technology Specialist

Brian McCormick

has been examined and has demonstrated competence in all technical aspects of a Certified Technology Specialist, has met the requirements of the InfoComm independent Certification Committee necessary for professional competency, is in good standing in the Directory of Certified Technology Specialists, has agreed to abide by the CTS Code of Ethics and Conduct, and is therefore entitled to use the name Certified Technology Specialist and the CTS® designation.

Effective Date
July 19, 2004
Date of Expiration
September 30, 2013
Certification Number
192265

Spencer Bullins
Spencer Bullins, CTS
Chair, InfoComm independent
Certification Committee



InfoComm
INTERNATIONAL



The InfoComm Certified Technology Specialist certification is accredited by the American National Standards Institute (ANSI) under the International Standard ISO/IEC 17024 General Requirements for Bodies Operating Certification Schemes of Persons program.

INSTRUCTIONS TO BIDDERS

(Purchases greater than \$25,000)

1. **BIDDER'S REPRESENTATIONS:** The bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Institution. Samples, when required, must be furnished free of charge, including freight. In the event the Institution elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Institution's inspection and testing after receipt. If, in the sole judgment of the Institution, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** The bid, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a "Sealed Bid," and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid. A withdrawal may be made by facsimile or electronic transmission. A modification may also be made by facsimile or electronic transmission if the final bid result is not revealed prior to the bid opening.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Institution shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Institution to award a contract to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Institution shall have the right to waive informalities or irregularities in a bid received and to accept the bid, which in the Institution's judgment, is in the Institution's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Commission.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$15,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** The State of West Virginia, the Commission, Governing Board and its institutions are exempt from federal and state taxes and will not pay or reimburse such taxes.

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, 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.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. DISPUTES - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. HOLD HARMLESS - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. PAYMENT - Any references to prepayment are deleted. Payment will be in arrears.
6. INTEREST - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. NO WAIVER - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. FEES OR COSTS - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. RENEWAL - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. INSURANCE - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. CONFIDENTIALITY - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: WVNET
 Signed: [Signature]
 Title: CEO
 Date: 1/13/2012

VENDOR

Company Name: Grandview Systems Inc.
 Signed: [Signature]
 Title: President
 Date: 1-2-2012

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

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,

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,

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,

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,

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,

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.

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: Grandview Systems Inc. Signed: [Signature]

Date: 1-2-2012 Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFP #		Grandview Systems Inc.												
Item #	ANSI Lumens	Resolution	Contrast	Manufacturer	Model	Mfg. Warranty	Description of Item Proposed (brightness, weight, dimension, etc)	List Price	Discount	WVNET Contract Price				
Projectors and Accessories														
1	1000-1500	SVGA	2200:1	Sanyo	PDG-DSU30	3 Year	2500 Lumen SVGA 5.1 lbs	\$599.00	35%	\$389.35				
2	1500-2000	XGA	2000:1	Sanyo	PLC-KK2200	3 Year	2200 Lumen XGA 6.4 lbs	\$695.00	35%	\$451.75				
3	1500-2000	SVGA	500:1	Sanyo	PLC-XD2600	3 Year	2600 Lumen XGA 5.5lbs	\$795.00	35%	\$516.75				
4	2000-2500	XGA	2000:1	Sanyo	PLC-KK2600	3 Year	2600 Lumen XGA 6.4lbs Long Filter and Lamp	\$855.00	35%	\$555.75				
5	2500-3000	XGA	500:1	Panasonic	PT-LB2U	2 Year	2600 Lumen XGA	\$999.00	40%	\$599.40				
6	3000-3500	XGA	2000:1	Panasonic	PT-LB90U	2 Year	3500 Lumen XGA	\$1,699.00	40%	\$1,019.40				
7	3500-4000	XGA	2000:1	Sanyo	PLC-KK3010	3 Year	3000 Lumen XGA 6.4 lbs	\$995.00	30%	\$696.50				
8	4000-4500	XGA	2000:1	Sanyo	PLC-XU4000	3 Year	4000 Lumen XGA 7.3 lbs	\$1545.00	35%	\$1,004.25				
9	4500+	XGA	1000:1	Sanyo	PLC-XU1006	3 Year	4500 Lumen XGA 7.5 lbs	\$2295.00	30%	\$1,606.50				
10	4500+	XGA	1000:1	Sanyo	PLC-XM100S	3 Year	5000 Lumen w/Standard Zoom Lens 21.3 lbs w/lens	\$3,799.00	35%	\$2,469.35				
11				Peerless	PRGUNV	5 year	Universal Projector Mount	\$229.00	20%	\$183.20				
12				Peerless	PE1120	5 Year	Security Enclosure	\$369.00	20%	\$295.20				
Overhead Projectors														
13	2700	ENX Lamp		3M - TecNec	3M-1810	5 Year	2700 Lumen	\$489.09	25%	\$366.82				
14	3000	ENX Lamp		Eiki - TecNec	3970A	5 year	3000 Lumen	\$399.00	20%	\$319.20				
15	4300	FXL Lamp		Dukane-TecNec	SF-4030	5 Year	4000 Lumen	\$923.00	40%	\$553.80				
Replacement Lamps for Projectors Above														
16	1000-1500	SVGA		Sanyo	CH-PAC3010GT	90 Day	Replacement Lamps for Projectors	\$500.00	35%	\$325.00				
17	1500-2000	XGA		Sanyo	6103497518	90 Day	Replacement Lamps for Projectors	\$180.00	25%	\$135.00				
18	2000-2500	XGA		Sanyo	6103497518	90 Day	Replacement Lamps for Projectors	\$180.00	25%	\$135.00				
19	2500-3000	XGA		Sanyo	6103497518	90 Day	Replacement Lamps for Projectors	\$180.00	25%	\$135.00				
20	3000-3500	XGA		Panasonic	ET-LAB2	90 Day	Replacement Lamps for Projectors	\$229.00	10%	\$206.10				
21	3500-4000	XGA		Panasonic	ET-LAB80	90 Day	Replacement Lamps for Projectors	\$329.00	10%	\$296.10				
22	4000-4500	XGA		Sanyo	6103497518	90 Day	Replacement Lamps for Projectors	\$180.00	25%	\$135.00				
23	4500+	XGA		Sanyo	6103527949	90 Day	Replacement Lamps for Projectors	\$500.00	35%	\$325.00				
24	2700	ENX Lamp		Sanyo	6103339740	90 Day	Replacement Lamps for Projectors	\$600.00	35%	\$390.00				
25	3000	ENX Lamp		Sanyo	6103475158	90 Day	Replacement Lamps for Projectors	\$580.00	35%	\$377.00				
26	3500	ENX Lamp		3M - TecNec	ENX Lamp	90 Day	Replacement Lamps for Projectors	\$8.95	5%	\$8.50				
27	4000	ENX Lamp		Eiki - TecNec	ENX Lamp	90 Day	Replacement Lamps for Projectors	\$14.10	5%	\$13.40				
28	4300	FXL Lamp		Dukane-TecNec	FXL Lamp	90 Day	Replacement Lamps for Projectors	\$27.96	5%	\$26.56				
Document Camera/Visual Display Presenters														
29	Analog	720P		Qomo	QP60	2 Year	1280 X 720 HDMI/VGA/Video Output	\$895.00	30%	\$626.50				
30	SGVA	1080P		Qomo	QD8000	2 Year	1920 X 1080 HDMI/VGA Output w/Motorized Camera Head	\$2,695.00	30%	\$1,886.50				
31	XGA	XGA		Elmo	P10	3 Year	1024 X 768 VGA/DVI Out	\$2030.00	25%	\$1,552.50				
Television/Monitor														
Monitor/TV Receiver														
32	13"													
33	20"													
34	25"							299.99	15%	\$254.99				
35	27"													
Monitor/TV Receiver Combo Units (VHS/VCR-DVD)														

RFP # 01202 Grandview Systems Inc.										WVNET
Item #	ANSI Lumens	Resolution	Contrast	Manufacturer	Model	Mfg. Warranty	Description of Item Proposed (brightness, weight, dimension, etc)	List Price	Discount	Contract Price
Podiums										
74	27" RWHP MP-27			Spectrum	55218	10 Year	Compact Lectern	\$2,098.00	35%	\$1,363.70
75	36" RWHP MP-36			Spectrum	55290	10 Year	Link Lectern w/Overbridge	\$2,908.00	35%	\$1,890.20
76	42" RWHP MP-42			Spectrum	55292	10 Year	Media Manager Lectern w/Overbridge	\$4,098.00	35%	\$2,663.70
MICROPHONES, WIRELESS										
77	Omni-Directional Lapel System			Electro-Voice	RE2-L10	5 Year	Wireless Omni-Directional Lapel Microphone System	\$739.00	25%	\$554.25
78	Uni-Directional Lapel System			Electro-Voice	RE2-L21	5 Year	Wireless Uni-Directional Lapel Microphone System	\$859.00	25%	\$644.25
79	Handheld System			Electro-Voice	RE2-N2	5 Year	Wireless Handheld Microphone System	\$666.00	25%	\$499.50
MICROPHONES, WIRED										
80	18" Gooseneck			Electro-Voice	RE90P-18	5 Year	18" Gooseneck Microphone	\$304.00	25%	\$228.00
81	Table Top			Electro-Voice	RE-90B	5 Year	Table Top Boundary Microphone	\$304.00	25%	\$228.00
82	Handheld			Electro-Voice	635A	5 Year	Handheld Microphone	\$239.00	25%	\$179.25
Hourly Rates										
							Design and installation consultation with client (rate per hour)	\$130.00	50%	\$65.00
							Installation of equipment (rate per hour)	\$150.00	50%	\$75.00
							Training on use of equipment (rate per hour)	\$130.00	50%	\$65.00
							Repair (rate per hour)	\$150.00	50%	\$75.00

RFQ No. 01202

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Grandview Systems, Inc.

Authorized Signature: [Signature] Date: 1/2/12

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of January, 2012

My Commission expires October 17, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Carrie Lynn Dotson





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

STATE OF West Virginia

COUNTY OF Putnam, TO-WIT:

I, Thomas L. Sizemore, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Grandview Systems Inc; and,
2. I do hereby attest that Grandview Systems Inc.

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

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

Grandview Systems, Inc.
(Company Name)

By: [Signature]

Title: President / Owner

Date: 1/2/12

Taken, subscribed and sworn to before me this 2nd day of January, 2012

By Commission expires October 17, 2021

(Seal) OFFICIAL SEAL, NOTARY PUBLIC STATE OF WEST VIRGINIA, CARRIE LYNN DOTSON, Rt 1, Box 153C, Red House, WV 25168, My Commission Expires October 17, 2021

[Signature]
(Notary Public)

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

Amendment Receipt Form

RFB/RFP # 01202

I acknowledge the receipt of the following amendments for the above stated bid:

Amendment 1: Received TLS

Amendment 2: _____

Amendment 3: _____

If there are no amendments to this RFB/RFP, this form is not required to be submitted with the bid.

All amendments will be placed on the WVNET website at this URL:

http://www.wvnet.edu/index.php?option=com_content&task=view&id=366

Bidding Vendor Signature 

Amendment 1

Question:

Would WV Net reconsider the requirement of the vendor to provide and maintain our own web site that would house the contract information as well as contact phone, fax, etc??

We would obviously give WV Net all of the necessary spreadsheets with the stated information, so that an institution can obtain the necessary information.

Please advise if this requirement would be reconsidered.

Answer:

The last item on page one of RFP 01202 states that the vendor must provide their own web site. This requirement will be waived by WVNET if the vendor provides all of the information to WVNET to place on the WVNET website, and the vendor must still comply with the quarterly updates to the price list.



Gregory Kidder
Chief Procurement Officer
WVNET