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## Header 2

List View

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 481421

Procurement Type: Central Purchase Order

Vendor ID: VS0000011135



Legal Name: Applied Video Technology Inc

Alias/DBA:

Total Bid: \$143,175.00

Response Date: 08/28/2018



Response Time: 13:10

SO Doc Code: CRFQ

SO Dept: 0439

SO Doc ID: EBA1900000001

Published Date: 8/13/18

Close Date: 8/28/18

Close Time: 13:30

Status: Closed

Solicitation Description: 2 CENTRALIZED AUDIO/VIDEO  
SHARED EDITING/ASSET MGT

Apply Default Values to Commodity Lines

View Procurement Folder



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

Proc Folder : 481421

Solicitation Description : 2 CENTRALIZED AUDIO/VIDEO SHARED EDITING/ASSET MGT SYSTEMS

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-08-28 13:30:00	SR 0439 ESR08281800000000947	1

VENDOR

VS0000011135

Applied Video Technology Inc

Solicitation Number: CRFQ 0439 EBA1900000001

Total Bid : \$143,175.00

Response Date: 2018-08-28

Response Time: 13:10:27

Comments: Discount included in line item quote.

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale  
(304) 558-8801  
stephanie.l.gale@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	2 CENTRALIZED AUDIO/VIDEO SHARED EDITING/ASSET MGT	1.00000	EA	\$143,175.000000	\$143,175.00

Comm Code	Manufacturer	Specification	Model #
52161500			

Extended Description :	2 CENTRALIZED AUDIO/VIDEO SHARED EDITING/ASSET MGT SYSTEMS



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
21 – Info Technology

Proc Folder: 481421

Doc Description: 2 CENTRALIZED AUDIO/VIDEO SHARED EDITING/ASSET MGT SYSTEMS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-08-13	2018-08-28 13:30:00	CRFQ 0439 EBA1900000001	1

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

Applied Video Technology, Inc.  
2218 Kimberton Rd. PO Box 427 Kimberton, PA 19442  
610-407-0776

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale

(304) 558-8801

stephanie.l.gale@wv.gov

Signature X

FEIN #

23-2835266

DATE

08/28/18

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Educational Broadcasting Authority (EBA) to establish a contract for the one time purchase of two centralized audio and video shared editing and asset management systems.

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		SITE MANAGER EDUCATIONAL BROADCASTING WSWP-TV 124 INDUSTRIAL PARK RD	
BEAVER	WV25813	BEAVER	WV 25813
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	2 CENTRALIZED AUDIO/VIDEO SHARED EDITING/ASSET MGT	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
52161500			

**Extended Description :**

2 CENTRALIZED AUDIO/VIDEO SHARED EDITING/ASSET MGT SYSTEMS

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due	2018-08-20

EBA1900000001	<b>Document Phase</b> Final	<b>Document Description</b> 2 CENTRALIZED AUDIO/VIDEO SHARED EDITING/ASSET MGT SYSTEMS	<b>Page 3</b> <b>of 3</b>
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### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**REQUEST FOR QUOTATION**  
**EBA703 Centralized Audio and Video Shared Editing and Asset Management Systems**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE Purpose and Scope:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Educational Broadcasting Authority (EBA) to establish a contract for the one time purchase of two centralized audio and video shared editing and asset management systems. These systems are to provide functionality to improve the efficiency and capability of editing and producing audio / video projects. The goal is to allow multiple staff to work on a single project simultaneously such as one person working on scripts while another works on editing and another works on graphics, all for the same project.

These systems must also provide sufficient storage for several projects to be actively edited as well as enough nearline storage to hold our currently completed projects. The WVEBA has determined that the storage specified in the RFQ is sufficient, but these systems must be expandable (as specified in this RFQ) to grow as our needs increase.

These two systems shall each be comprised of three components: a primary system used for active editing projects; a secondary system to assume the functions of the Primary if it should fail with sufficient additional storage to hold our currently completed projects for easy access; and a Remote system with sufficient storage for one or two projects to be portable as it will be used at our satellite offices and in the field.

All three of these component systems must be indexed and catalogued via a centralized Media Asset Management system (MAM) that permits easy searching and retrieval of media assets from the storage on any of the component systems. The details of these capabilities are detailed in this RFQ.

The winning Vendor will be required to physically install the systems, train staff on their use, and provide hardware and software warranty and support. The WVEBA is also requiring that these systems come with sufficient licensing such that there should be no need to budget funds for additional licenses for the foreseeable future. The terms of these requirements are outlined in this RFQ.

4. **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 **10GBase-T:** Is a standard for delivering 10 Gbps connections over unshielded or shielded twisted pair cables, over distances up to 100 meters.
  - 2.2 **Active Directory:** Active Directory is an umbrella title for a broad range of directory-based identity-related services from Microsoft, authenticating and authorizing users in a Windows domain type network.
  - 2.3 **Adobe Audition:** A computer application from Adobe Corporation to facilitate audio editing and mixing.
  - 2.4 **Adobe Premier:** A computer application from Adobe Corporation to facilitate video editing and rendering.
  - 2.5 **API (Application Programming Interface):** a system of tools and resources in an operating system, enabling developers to create software applications.



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### EBA703 Centralized Audio and Video Shared Editing and Asset Management Systems

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- 2.6 **Avid Media Composer:** a computer application from Avid Corporation to facilitate video editing and rendering.
- 2.7 **Avid Pro Tools:** a computer application from Avid Corporation to facilitate audio editing and mixing.
- 2.8 **Bandwidth:** the amount of data that can be transmitted in a fixed amount of time, usually expressed in bits per second(bps) or bytes per second.
- 2.9 **Cloud Storage Service:** a business that maintains and manages its customers' data and makes that data accessible over a network, usually the internet. The cloud storage services referenced in this RFQ are Microsoft Azure / One Drive, Amazon Cloud Storage, Adobe Creative Cloud, Dropbox, and Google Drive.
- 2.10 **Codec:** an application which encodes or decodes a digital data stream. The audio, video, and still image codecs referenced in this RFQ are: AAC, AIFF, ANIMATION, AVC HD, AVC-I, AVC-L, DNXHD, DNXHR, DVCAM, DVCPRO, H.264, MP3, MP4, MPEG, MPEG HD 422, OPEN EXR, PNG, PRORES, PSD, QUICKTIME VIDEO, RAW FILES, SORENSON SPARK, VP6, TARGA, TIFF, UNCOMPRESSED, WAV, XAVC-I, XAVC-L, AND XAVC-S.
- 2.11 **Complete Storage and Asset Management System:** hardware and software that provides storage, shared editing, and asset management capabilities to a team of audio and video editors. For the purposes of this RFQ, this term shall encompass the following systems. Each system (Primary, Secondary, and Remote) may be comprised of multiple components in which case all components combined will be considered, and must function as, one system.
  - 2.11.1 **Primary Storage and Asset Management System,** hereafter referred to as the "Primary System": Vendor storage and asset management system used for all active audio / video projects. Once a project is finished it will be moved to the Secondary Storage and Asset Management System to free up resources.
  - 2.11.2 **Secondary Storage and Asset Management System,** hereafter referred to as the "Secondary System": Vendor storage and asset management system that serves two functions. 1) Failover in the event of a failure of the Primary System. This system will contain a live mirror of the Primary System and have functionality sufficient for staff to resume work on the Secondary System until the Primary System is brought back online. 2) Provide nearline storage for the Primary System. Once projects are complete they will be moved from the Primary System to this system for long term retention.
  - 2.11.3 **Remote Storage and Asset Management System:** hereafter referred to as the "Remote System": Vendor storage and asset management system with the full functionality of the Primary Editing System but scaled down to permit transport of the unit. This system is to be used for remote sites and field work.
  - 2.11.4 **Vendor Storage and Asset Management System,** hereafter referred to as "Vendor System": term used to generically refer to any of the three storage and asset management systems. Primarily used to refer to a

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### EBA703 Centralized Audio and Video Shared Editing and Asset Management Systems

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function or feature that must be present on all the systems (Primary, Secondary, and Remote). For example: if a specification states that a Vendor System must have a feature, then all systems (Primary, Secondary, and Remote) must have the feature.

- 2.12 **Contract Item:** hardware and software that provides shared editing and asset management capabilities to a team of audio and video editors.
- 2.13 **End of Life (EOL):** a term used with respect to a product supplied to customers, indicating that the product is in the end of its useful life (from the vendor's point of view), and a vendor stops marketing, selling, or performing work to sustain it.
- 2.14 **Enterprise Class Drive:** a computer hard drive designed for business that is more reliable than consumer drives.
- 2.15 **Field Replaceable Units (FRU):** a printed circuit board, part, or assembly that can be quickly and easily removed from a computer or other piece of electronic equipment, and replaced by the user or a technician without having to send the entire product or system to a repair facility.
- 2.16 **Final Cut Pro:** a computer application from Apple Corporation to facilitate video editing and rendering.
- 2.17 **Firmware:** software that is installed on a small memory chip on hardware.
- 2.18 **FTP (File Transfer Protocol):** a network protocol specified in the RFC 959 which allows file transfer via TCP/IP networks. It is used to transfer files from server to client (download), from client to server (upload) or between two servers, controlled by the client.
- 2.19 **Gbps (Gigabit per second):** in data communications, a gigabit is one billion bits, or 1,000,000,000 (that is,  $10^9$ ) bits. Gbps is the transference of 1 Gigabit of data between two telecommunication points in one second.
- 2.20 **GHz (Gigahertz):** When referring to a computer processor or CPU, GHz is a clock frequency, also known as a clock rate or clock speed, representing a cycle of time.
- 2.21 **Gigabit:** a unit of information equal to one billion ( $10^9$ ) or, strictly,  $2^{30}$  bits.
- 2.22 **Hot Swappable:** ability to replace a component without shutting down a system.
- 2.23 **JSON (JavaScript Object Notation):** a lightweight data-interchange format that is easy for humans to read and write. It is easy for machines to parse and generate. It is based on a subset of the JavaScript Programming Language, Standard ECMA-262 3rd Edition - December 1999
- 2.24 **LDAP Server (Lightweight Directory Access Protocol):** server that processes authentication and access requests against its database and allows the sharing of information about users, systems, networks, services, and applications throughout the network.
- 2.25 **Link Aggregation:** combination (aggregation) of multiple network connections in parallel to increase throughput and provide redundancy.
- 2.26 **MAM (Media Asset Management):** a searchable index of audio, videos, images and other media (assets), catalogued and made searchable by use of metadata harvested from recordings, or entered manually.
- 2.27 **MD5 Checksum:** a string of letters and numbers that acts like a fingerprint for a file. If two files have the same MD5 sum, the files are exactly alike.

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- 2.28 **Metadata:** Data that provides information about other data. Title, author, keywords, and other text describes the types, versions, relationships and other characteristics of digital materials.
- 2.29 **MPLS (Multiprotocol Label Switching):** a type of data-carrying technique for high-performance telecommunications networks. MPLS directs data from one network node to the next based on short path labels rather than long network addresses, avoiding complex lookups in a routing table.
- 2.30 **NAS (Network Attached Storage):** a file-level computer data storage server connected to a computer network providing data access to a heterogeneous group of clients. A NAS is specialized for serving files either by its hardware, software, or configuration.
- 2.31 **NDI (Network Device Interface):** a royalty-free standard developed by NewTek to enable video-compatible products to communicate, deliver, and receive broadcast quality video in a high quality, low latency manner that is frame-accurate and suitable for switching in a live production environment.
- 2.32 **Nearline Storage:** a term used to describe an intermediate type of data storage that represents a compromise between online storage (supporting frequent, very rapid access to data) and offline storage/archiving (used for backups or long-term storage).
- 2.33 **NVRAM (Non-volatile random-access memory):** random-access memory that retains its information when power is turned off. This is in contrast to dynamic random-access memory (DRAM) and static random-access memory (SRAM), which both maintain data only for as long as power is applied.
- 2.34 **PB (Petabyte):** one million megabytes, or one thousand gigabytes.
- 2.35 **PCIe x##:** also known as PCI Express, or technically Peripheral Component Interconnect Express, is a standard type of connection for internal devices in a computer. The x## refers to the number of lanes. PCIe slots contain from one to 32 lanes in powers of 2 (1, 2, 4, 8 etc.). Each "lane" is a pair of data transfer lines, one for transmitting and one for receiving, and is composed of 4 wires. The number of lanes in a slot is denoted by an x before it, e.g. x16 designates a 16-lane PCI-E card.
- 2.36 **Pricing Page:** the page(s), contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
- 2.37 **RAID (Redundant Array of Independent Disks):** originally **Redundant Array of Inexpensive Disks** is a data storage virtualization technology that combines multiple physical disk drive components into one or more logical units for the purposes of data redundancy, performance improvement, or both.
- 2.38 **RAM (Random Access Memory):** the hardware in a computing device where the operating system (OS), application programs and data in current use are kept so they can be quickly reached by the device's processor.
- 2.39 **Regular Expression:** predefined sequence of characters that define a search pattern.
- 2.40 **RESTful API:** a RESTful API (also referred to as a RESTful web service) is an application program interface (API) that uses HTTP requests to get, put, post, and delete data. A RESTful API is based on representational state transfer (REST)

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### EBA703 Centralized Audio and Video Shared Editing and Asset Management Systems

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technology, an architectural style and approach to communications often used in web services development.

- 2.41 **RJ-45:** a type of connector commonly used for Ethernet networking. The "RJ" in RJ-45 stands for "registered jack," since it is a standardized networking interface. The "45" simply refers to the number of the interface standard. Each RJ-45 connector has eight pins, which means an RJ-45 cable contains eight separate wires.
- 2.42 **SAS (Serial Attached SCSI):** a point-to-point serial protocol that moves data to and from computer-storage devices such as hard drives and tape drives.
- 2.43 **SATA (Serial ATA):** abbreviated from Serial AT Attachment, SATA is a computer bus interface that connects host bus adapters to mass storage devices such as hard disk drives, optical drives, and solid-state drives.
- 2.44 **SFP+: Small Form-Factor Pluggable, enhanced,** describes a hot-pluggable module transceiver used for data communications.
- 2.45 **SFTP (Secure or SSH File Transfer Protocol):** a network protocol that provides file transfer and manipulation functionality over any reliable data stream.
- 2.46 **SMB/CIFS (Server Message Block/Common Internet File System):** SMB, one version of which was also known as Common Internet File System (CIFS) operates as an application-layer network protocol mainly used for providing shared access to files, printers, and serial ports and miscellaneous communications between nodes on a network.
- 2.47 **SNMP:** an Internet Standard protocol for collecting and organizing information about managed devices on IP networks and for modifying that information to change device behavior.
- 2.48 **Solicitation:** the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.49 **Tagging / Tags:** unique identifying text, stored as metadata relating to a file under management.
- 2.50 **Terabyte (TB):** a unit of information equal to one million million ( $10^{12}$ ) or strictly,  $2^{40}$  bytes.
- 2.51 **USB (Universal Serial Bus):** a hardware interface that supports the exchange of data between a host computer and peripherals.
- 2.52 **USB 3:** a revision to the USB hardware interface supporting faster transfer rates and lower power consumption.
- 2.53 **USB Storage Docking:** the act of attaching a storage device to a system using USB technology.
- 2.54 **Watch Folder:** a file folder that is continually monitored by a management system and its contents usually manipulated in some way by the management system.
- 2.55 **Web Browser:** a software application for accessing information on the World Wide Web. The web browsers referenced in this RFQ are: Mozilla Firefox, Microsoft Edge, Microsoft Internet Explorer, Google Chrome, and Apple Safari.
- 2.56 **X Core CPU:** a CPU is the central processing unit of a system and a core is a processing unit within that CPU (chip). An X core processor has X number

## REQUEST FOR QUOTATION

### EBA703 Centralized Audio and Video Shared Editing and Asset Management Systems

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of processing units within one single chip. For example, 8 Core, or Octacore, processors have 8 physical processing cores built into one CPU.

### 3. GENERAL REQUIREMENTS:

**3.1. Contract Item 1, Primary Storage and Asset Management System:** To be used for all active audio / video projects This system must meet or exceed the following specifications:

- a. General Specifications
  - i. Two or more 64 bit 8 core CPU(s) running at 2.8 GHz or better
  - ii. A minimum of 64 GB of RAM
  - iii. Redundant hot-swappable power supplies. Two active and one standby.
  - iv. Cooling fan(s) incorporated into the system
  - v. Alarm buzzer for audible system warnings
  - vi. Rack mountable in standard 19 inch racks (rack mount kits to be included)
  - vii. Minimum of one available PCIe expansion slots
  - viii. Minimum of 2 USB 3.0/2.0 ports
  - ix. Field Replaceable Units (FRU) are to include but not be limited to:
    - 1. Controller
    - 2. RAM
    - 3. Power supply
    - 4. Fan modules
    - 5. Operating System Drives
  - x. Sufficient throughput for 166 concurrent DNxHD 36 video streams at 80% capacity. Vendor must provide documentation to verify this throughput.
- b. Storage
  - i. 64 TB raw storage capacity expandable
    - a. To a minimum of 80 disks and up to 960 TB
    - b. May be expanded via expansion units or purchasing add on systems
  - ii. Minimum of 12 hot swappable drive bays (with trays) supporting 3.5 inch SAS or SATA drives. The unit must be completely populated (a drive in every bay) using identical drives for increased performance
  - iii. Support 6 Gbps or faster drives.
  - iv. Hard drives
    - 1. Have a 4 TB or greater raw capacity.
    - 2. Be hot-swappable
    - 3. Be 3.5 inch form factor Enterprise Class Drives
    - 4. Meet SAS or SATA 6 Gb/sec specifications or higher
    - 5. Run at 7200 RPM or higher

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### EBA703 Centralized Audio and Video Shared Editing and Asset Management Systems

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6. Have a minimum error rate (non-recoverable, bits read) of 1 in  $10^{15}$
7. Have a minimum mean time between failure (MTBF) of 2 million hours
8. Have a minimum annual failure rate (AFR) of 0.44%
9. Support RAID rebuild
10. Have a 5 year warranty
- v. Redundancy
  1. Support hot swappable drives
  2. Support RAID 6
  3. Initially configured at RAID 6
- c. Connectivity
  - i. Two Gigabit RJ-45 Ethernet ports
  - ii. Four 10 Gbase-T Ethernet ports.
    1. Must have no more than two ports on a single Network Interface Card (NIC)
    2. Must have the ability to perform Link Aggregation across multiple ports
  - iii. Expandable:
    1. Can expand to six 10 Gbase-T Ethernet ports by installing an optional dual-port 10 Gbase-T card
    2. Can expand to include a minimum of two 40 GB (or higher) Ethernet ports using optional expansion cards
- d. Other Features
  - i. Must be Indexed by MAM
  - ii. Must support mirroring of all data with the Secondary System including but not limited to:
    1. MAM database
    2. Editing projects with all associated data
    3. Mirroring must be sufficient to support editing from the Secondary System if the Primary fails
- e. One year or better hardware warranty against defects in material and workmanship

**3.2 Contract Item 2, Secondary Storage and Asset Management System:** This system must meet or exceed the following specifications:

- a. General Specifications
  - i. One or more 64 bit 8 core CPU(s) running at 2.8 GHz or better
  - ii. A minimum of 64 GB of RAM
  - iii. Redundant hot-swappable power supplies. Two minimum.
  - iv. Cooling fan(s) incorporated into the system

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### EBA703 Centralized Audio and Video Shared Editing and Asset Management Systems

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- v. Alarm buzzer for audible system warnings
  - vi. Rack mountable in standard 19 inch racks (rack mount kits to be included)
  - vii. Minimum of one PCIe expansion slots
  - viii. Minimum of 2 USB 3.0/2.0 ports
  - ix. Field Replaceable Units (FRU) are to include but not be limited to:
    - 1. Controller
    - 2. RAM
    - 3. Power supply
    - 4. Fan modules
    - 5. Operating System Drives
  - x. Sufficient throughput for 84 concurrent DNxHD 36 video streams at 80% capacity. Vendor must provide documentation to verify this throughput.
- b. Storage
- i. 160 TB raw storage capacity
    - 1. expandable up to 80 disks and up to 960 TB
    - 2. May be expanded via expansion units or by purchasing add on systems
  - ii. Minimum of 16 hot swappable drive bays (with trays) supporting 3.5 inch SAS OR SATA drives. Vendor may use 12 bay systems with an expansion unit or additional system to reach the minimum 16 bay requirement
  - iii. Support 6 Gbps or faster drives.
  - iv. Hard drives
    - 1. Have a 10 TB or greater raw capacity.
    - 2. Be hot-swappable
    - 3. Be 3.5 inch form factor Enterprise Class Drives
    - 4. Meet SAS or SATA 6 Gb/sec specifications or higher
    - 5. Run at 7200 RPM or higher
    - 6. Have a minimum error rate (non-recoverable, bits read) of 1 in  $10^{15}$
    - 7. Have a mean time between failure (MTBF) of 2.5 million hours
    - 8. Have an annual failure rate (AFR) of 0.35%
    - 9. Support RAID rebuild
    - 10. Have a 5 year warranty
  - v. Redundancy
    - 1. Support hot swappable drives
    - 2. Support RAID 6
    - 3. Initially configured at RAID 6
- c. Connectivity

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### EBA703 Centralized Audio and Video Shared Editing and Asset Management Systems

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- i. Two Gigabit RJ-45 Ethernet ports
- ii. Four 10 Gbase-T Ethernet ports
  - 1. Must have no more than two ports on a single Network Interface Card (NIC)
  - 2. Must have the ability to perform Link Aggregation across multiple ports
- iii. Expandable to include two 40 GB (or higher) Ethernet ports by installing optional 40 GB (or higher) Ethernet cards
- d. Other Features
  - i. Must be Indexed by MAM
  - ii. Must support mirroring of all data with the Primary System including but not limited to:
    - 1. MAM database
    - 2. Editing projects with all associated data
    - 3. Mirroring must be sufficient to support editing from the Secondary System if the Primary fails
- e. One year or better hardware warranty against defects in material and workmanship

**3.3 Contract Item 3, Remote Storage and Asset Management System:** Scaled down, portable editing system to be used at satellite offices and in the field. This system must meet or exceed the following specifications:

- a. General
  - i. One or more 64 bit 4 core CPU(s) running at 2.8 GHz or better
  - ii. 16 GB of RAM
  - iii. Cooling fan(s) incorporated into the system
  - iv. Alarm buzzer for audible system warnings
  - v. Be sufficiently portable such that one person can travel with the system without difficulty
  - vi. Minimum of 1 PCIe x16 (version 3)
  - vii. Minimum of 2 USB 3.0/2.0 ports
  - viii. Sufficient throughput for 20 concurrent DNxHD 36 video streams at 80% capacity. Vendor must provide documentation to verify this throughput.
- b. Storage
  - i. 16 TB raw storage
  - ii. Minimum of 4 drive bays supporting either 3.5 inch or 2.5 inch SATA drives. All bays on the unit must be populated with identical drives for increased performance
  - iii. Support 6 Gbps or faster drives.



## REQUEST FOR QUOTATION

### EBA703 Centralized Audio and Video Shared Editing and Asset Management Systems

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- iv. Hard drives
  1. Have a 4 TB or greater raw capacity.
  2. Be Enterprise Class Drives
  3. Meet SATA 6 Gb/sec specifications
  4. Run at 7200 RPM or higher
  5. Have a minimum error rate (non-recoverable, bits read) of 1 in  $10^{15}$
  6. Have a minimum mean time between failure (MTBF) of 2 million hours
  7. Have a minimum annual failure rate (AFR) of 0.44%
  8. Support RAID rebuild
  9. Have a 5 year warranty
- v. Redundancy
  1. Support RAID 5
  2. Be hot swappable
  3. Initially configured at RAID 5
- c. Connectivity
  - i. Two Gigabit RJ-45 Ethernet ports expandable to four with a dual-port expansion card
  - ii. One 10 Gbase-T Ethernet ports
- d. Other Features
  - i. Must be Indexed by MAM
    1. Must be able to communicate with the Primary System across any circuit providing sufficient bandwidth per Vendor's specifications that is visible to the EBA network including but not limited to:
      - a. Ethernet
      - b. MPLS
      - c. VPN
    2. If communications with the Primary System is possible then Index must be part of the centralized MAM database
  - ii. Must be portable for transport to other sites or live productions
- e. One year or better hardware warranty against defects in material and workmanship

**3.4 Contract Item 4, On-Site Installation:** Vendor shall be responsible for the physical installation and configuration of all Vendor supplied hardware and software including but not limited to:

- a. Vendor will install equipment at two EBA locations:
  - i. 191 Scott Ave., Morgantown, WV 26508
  - ii. 600 Capitol St., Charleston, WV 25301
- b. The EBA will provide all connectivity including:

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- i. network cabling and equipment including:
  - 1. Industry standard 10Gbase-T cables and connectivity
  - 2. NetGear M4300-96x switches populated with 24 10Gbase-T ports
- ii. Electrical:
  - 1. Outlets rated to meet or exceed the Vendor equipment
  - 2. Uninterruptable Power Supplies (UPS's) of sufficient capacity to permit a graceful shutdown of Vendor equipment in the event of a power failure
- c. Vendor will install equipment in industry standard 19 inch racks provided by the EBA.
- d. Vendor will make all network and equipment connections to insure the Complete Storage and Asset Management System is fully functional
- e. Vendor will perform initial configuration of the Complete Storage and Asset Management Systems to include but not be limited to:
  - i. Connection of all devices purchased as part of the Complete Storage and Asset Management System
  - ii. Connection of USB storage and card readers
  - iii. Integration of existing network and local storage
  - iv. Integration of Remote Systems purchased with the Complete Storage and Asset Management System
  - v. Mirroring and failover testing of the Primary System to the Secondary System
  - vi. Configuration of the nearline storage space on the Secondary System
  - vii. Configuration and integration of Remote Systems purchased from the vendor

#### 3.5 Contract Item 5, Training:

- a. Though the EBA is purchasing two Complete Storage and Asset Management Systems to be delivered to separate sites, training may be provided at one location.
  - i. The quantity of Item 5 is listed as 1 to facilitate this option.
  - ii. If Vendor elects to train at both locations, the cost of these two training sessions must be combined into one and listed as quantity 1 on the Pricing Page (Exhibit A).
- b. Training may be performed via remote connection to on site equipment, teleconference, on site, or a combination of these methods.
- c. Vendor will train EBA Production and IT Staff on all aspects of the MAM and Complete Storage and Asset Management System including but not limited to:
  - i. Hardware and software maintenance and administration
    - 1. MAM
      - a. Complete Storage and Asset Management System

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- b. Mirroring of the Primary System to the Secondary System
    - i. Configuration
    - ii. Administration and maintenance
    - iii. Disaster procedures
      - 1. Resuming work on the Secondary System if the Primary Storage and Asset Management System fails
      - 2. Moving back to the Primary Storage and Asset Management system once it is recovered from a failure
      - 3. Recovering files from backups
  - c. Task automation
  - d. Hardware maintenance
  - e. Upgrading
  - f. Best practices
  - 2. Configuration of MAM and Complete Storage and Asset Management System
    - a. Explanation and hands on training of initial configuration including but not limited to:
      - i. MAM
      - ii. Complete Storage and Asset Management System
      - iii. Task automation
      - iv. Best practices
    - b. Explanation and hands on training of likely configuration / administrative changes to be made during daily use of the system including but not limited to:
      - iv. MAM
      - v. Complete Storage and Asset Management System
      - vi. Task automation
  - 3. Configuration and maintenance of storage systems including but not limited to:
    - a. Complete Storage and Asset Management System
    - b. Network storage
    - c. Archive storage
- ii. Workflow
    - 1. Vendor will perform a pre-training workflow analysis with EBA staff including but not limited to the following tasks:
      - a. Review current work flow
      - b. Design a new workflow that will accomplish but not be limited to:
        - i. Provide optimum functionality with the Complete Storage and Asset Management System

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- ii. Improve efficiency and minimize the man hours required to perform required activities
  - iii. Define file and codec standards necessary for ideal performance and efficiency of the new workflow and Complete Storage and Asset Management System
- 2. Training on shared editing including but not limited to:
  - a. Editing software as pertains to sharing through Complete Storage and Asset Management System including but not limited to:
    - i. Avid Media Composer
    - ii. Avid Pro Tools
    - iii. Adobe Premier
    - iv. Adobe Photoshop
    - v. Adobe After Effects
    - vi. Adobe Audition
    - vii. Final Cut Pro version 7
  - b. Simultaneous work by multiple people on but not limited to:
    - i. Addition of graphics
    - ii. Scripting
    - iii. Tagging
    - iv. Clip selection
- 3. Task automation
- 4. Low resolution previewing

**3.6 Contract Item 6, Warranty, Maintenance, and Support:** Warranty, maintenance, and support on Vendor hardware and software must meet or exceed the following:

- a. Warranty
  - i. Hardware warranties
    - 1. All equipment must include a minimum of one year warranty against defects in material and workmanship
    - 2. Must have an option to renew hardware warranties each year for a minimum of four additional years (five total)
  - ii. Vendor product warranties
    - 1. All Vendor equipment must include a minimum of one year warranty against defects in material and workmanship
    - 2. Must have an option to renew Vendor equipment warranties each year for a minimum of four additional years (five total)

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- b. Maintenance and Updates
  - i. Vendor systems must include one year of maintenance and updates on components of the Complete Storage and Asset Management System including but not limited to:
    - 1. Operating Systems
    - 2. Firmware
    - 3. Vendor supplied applications and programs
  - ii. Must have an option to renew Vendor maintenance and updates each year until the End of Life of the component
- c. Support
  - i. Vendor shall include one year support on all components of the Complete Storage and Asset Management Systems including but not limited to:
    - 1. Hardware
    - 2. Software including but not limited to:
      - a. Configuration
      - b. Feature usage and functionality
    - 3. Operating Systems
    - 4. Firmware
  - ii. Support shall include but not be limited to:
    - 1. Email and Phone support Monday through Friday 10 a.m. to 7 p.m. Eastern Standard Time with a minimum response time of 24 hours.
    - 2. Email and Phone support Monday through Friday at any time other than 10 a.m. to 7 p.m. Eastern Standard Time with a minimum response time of 24 hours.
    - 3. Emergency only support 24 hours a day, 7 days a week, and 365 days a year (excluding Federal holidays) with a minimum response time of 1 hour at no extra cost.

**3.7 Other Mandatory Contract Item Requirements:** the Complete Storage and Asset Management System is comprised of the Primary Storage and Asset Management System, the Secondary Storage and Asset Management System, and the Remote Storage and Asset Management System. Each of these systems will be referred to generically as a Vendor Storage and Asset Management System. All three components must meet or exceed the mandatory requirements listed below.

- a. Ingest
  - i. Must be able to throttle ingest traffic or provide bandwidth reservation for ingest and playout tasks per user or via automation
  - ii. USB Storage Docking

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1. Must have ability to connect USB 3 storage directly to the Vendor System or to a separate compatible device/computer (supplied by the EBA) integrated with the Vendor System. Either method will be considered a “direct” connection to the Vendor System.
  2. Connectivity must be USB 3 compatible
  3. Vendor System must support USB connection of industry standard USB 3.0 devices including, but not limited to:
    - a. AJA KiPRO drive
    - b. Atomos Flame drive
    - c. Blackmagic Hyperdeck
    - d. P2 card readers
    - e. SD card readers
    - f. Sony SxS card readers
  4. Once USB media has been transferred or copied to the Vendor System it must be automatically visible as NAS shares on the Vendor System through Vendor user interface and available to all users
  5. Once USB media has been transferred or copied to the Vendor System it must be automatically indexed by MAM
- iii. Workstation local storage
1. Must have ability to move files from local storage on workstations to the Vendor System storage
  2. Must have ability to move editing projects from local storage on workstations to Vendor System as an in-tact editing project ready to edit from the Vendor System. This feature must work with, but not be limited to:
    - a. Avid Media Composer
    - b. Avid Pro Tools
    - c. Adobe Premier
    - d. Adobe After Effects
    - e. Adobe Photoshop
    - f. Adobe Audition
    - g. Final Cut Pro version 7 (Optional)
- b. System-wide Recycle Bin
- i. Files deleted using Vendor’s client or browser interface must be stored in system-wide recycle bin
  - ii. Must have ability to restore files deleted using Vendor’s client or browser interface to original location immediately
  - iii. Configuration of the recycle bin must include the ability to automatically delete files older than a given number of days using Vendor System automation
- c. Cloud Integration

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- i. Vendor System must be able to integrate cloud storage services, using Windows SMB or other access, such that this storage is visible and managed with the full functionality of other storage on the system. These cloud storage services must include, but not be limited to:
  - 1. Microsoft Azure / One Drive
  - 2. Adobe Creative Cloud
  - 3. Dropbox
  - 4. Google Drive
- ii. Integrated cloud storage services which are shared via Windows SMB appears and functions just as network storage
- d. Active Directory / LDAP Integration
  - i. Vendor Systems must be able to authenticate users through Active Directory
  - ii. Must have ability to assign permissions and groups to Vendor System resources based on Active Directory user names
- e. Automation
  - i. Must be powered by directly integrated full RESTful API)
  - ii. Must be able to use file queries to control scope of automated tasks including, but not limited to:
    - 1. Standard queries like \*.mp4 or \*.mov
    - 2. Regular expression search patterns utilizing JSON scripts
  - iii. Must accommodate watch folders to include, but not be limited to the following features:
    - 1. Can apply any automation task to watch folders
    - 2. Can schedule tasks to run on watch folders on any time schedule from every minute to monthly
  - iv. Must be able to automate repetitive file management tasks including, but not limited to the following:
    - 1. Sending files to, moving files to, or deleting files from:
      - a. Locations within the Vendor System
      - b. One Vendor System and another Vendor System
      - c. EBA supplied nearline or archive storage
      - d. Other servers including but not limited to:
        - i. SMB/CIFS
        - ii. FTP
        - iii. SFTP
    - e. Cloud storage services using Windows SMB, FTP, or other access including but not limited to:
      - i. Microsoft Azure / One Drive
      - ii. Amazon Cloud Storage
      - iii. Adobe Creative Cloud
      - iv. Dropbox

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#### v. Google Drive

#### 2. Transcoding

- a. Must output to at least the following codecs:
  - i. H.264
  - ii. MP4
- b. Must accept input from at least the following codecs:
  - i. AAC
  - ii. DNXHD
  - iii. DNXHR
  - iv. DPX
  - v. DVCAM
  - vi. DVCPRO
  - vii. H.264
  - viii. MP3
  - ix. MP4
  - x. MPEG
  - xi. OPEN EXR
  - xii. PRORES
  - xiii. PSD
  - xiv. QUICKTIME VIDEO
  - xv. SORENSON SPARK, VP6
  - xvi. TIFF
  - xvii. WAV

#### 3. Alerts

- a. Vendor System must be capable of alerting system administrators and users using but not limited to the following methods:
  - i. Audible alerts
  - ii. Email alerts
- b. Must be able to configure the system such that alerts go to one, all, or any combination of:
  - i. Administrators
  - ii. Users
- c. System must provide alerts for but not limited to:
  - i. Failed Drive Detected
  - ii. RAID rebuild/resync started
  - iii. RAID rebuild/resync finished
  - iv. IP address change
  - v. Reboot
  - vi. Start
  - vii. Shutdown
  - viii. User added/changed
  - ix. Broadcast Storm Detected



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- x. UPS: power supply status changed
  - xi. UPS: battery charge level was changed
  - xii. UPS: communication status was changed
- f. Media Asset Management (MAM) must include but not be limited to the following features:
  - i. Organize and search media and projects across Complete Storage and Asset Management System storage as well as offline storage, all network accessible storage, and supported cloud storage services
  - ii. Assets can be tagged / commented and catalogued to easily find, preview, and share media and projects
  - iii. Provide a central, searchable database of all files, media, and projects across Vendor Systems (including Remote Systems) as well as offline storage, all network accessible storage, and supported cloud storage services
    - 1. Indexing must be possible across any circuit providing sufficient bandwidth per Vendor's specifications that is visible to the EBA network including but not limited to:
      - a. Ethernet
      - b. MPLS
      - c. VPN
    - 2. Central database must contain information from multiple locations having one of the Vendor Systems
    - 3. If network connectivity fails on a Vendor System the system will continue to function using its own MAM database and then update the central MAM database when connectivity returns
    - 4. Able to move files between locations having one of the Vendor Systems and sufficient bandwidth per Vendor's specifications using the MAM tools
  - iv. Shows all storage workspaces in one interface including Vendor Systems, supported cloud storage services, offline storage, and all network accessible storage
  - v. Generate low resolution proxy files of any video files visible to the MAM
    - 1. Proxy files must be automatically generated as they are indexed by the MAM for all video files including but not limited to the following file types / codecs:
      - a. AAC
      - b. AIFF
      - c. ANIMATION
      - d. AVC HD
      - e. AVC-I
      - f. AVC-L
      - g. DNXHD

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- h. DNXHR
  - i. DVCAM
  - j. DVCPRO
  - k. H.264
  - l. MP3
  - m. MP4
  - n. MPEG
  - o. MPEG HD 422
  - p. OPEN EXR
  - q. PNG
  - r. PRORES
  - s. PSD
  - t. QUICKTIME VIDEO
  - u. RAW FILES
  - v. SORENSON SPARK, VP6
  - w. TARGA
  - x. TIFF
  - y. UNCOMPRESSED
  - z. WAV
  - aa. XAVC-I
  - bb. XAVC-L
  - cc. XAVC-S
2. Low resolution previews of these proxy files must be available using but not limited to the following:
- a. Vendor System clients
  - b. Web browsers including but not limited to:
    - i. Mozilla Firefox
    - ii. Microsoft Edge
    - iii. Microsoft Internet Explorer
    - iv. Google Chrome
    - v. Apple Safari
- vi. Collaboration / Shared Editing must include but not be limited to the following features and functionalities:
- 1. Project / bin locking in editing software including but not limited to:
    - a. Avid Media Composer – bin locking
    - b. Adobe Premiere – project locking
    - c. Adobe After Effects – project locking
    - d. Adobe Audition – project locking
    - e. Final Cut Pro version 7 (optional) – project locking
  - 2. Any existing media on the Vendor System can be exported directly to editing software including but not limited to:

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- a. Avid Media Composer (Except tags and comments)
  - b. Adobe Premier (markers and comments only)
  - c. Adobe After Effects (markers and comments only)
  - d. Adobe Audition (markers and comments only)
  - e. Final Cut Pro version 7 (optional)
- 3. Multiple people can work on same project simultaneously
  - a. Functionality must be included for but not limited to the following editing software:
    - i. Avid Media Composer
    - ii. Adobe Premiere – may be limited to single user write access
    - iii. Adobe After Effects – may be limited to single user write access
    - iv. Adobe Audition – may be limited to single user write access
    - v. Final Cut Pro version 7 (optional) – may be limited to single user write access
  - b. When using the Vendor System MAM, must include but not be limited to:
    - i. Addition of graphics
    - ii. Scripting
    - iii. Tagging
    - iv. Clip selection
- vii. MAM must be accessible via web application without installing client
  - 1. Must provide all available functionality via web application
  - 2. Must support most browsers including but not limited to:
    - a. Mozilla Firefox
    - b. Microsoft Edge
    - c. Microsoft Internet Explorer
    - d. Google Chrome
    - e. Apple Safari
  - 3. Must provide data verification with but not limited to the following functionality:
    - a. Select files or folders on a source, select a destination, and initiate a copy. Files will be verified as they are copied.
    - b. This functionality may be limited to copies performed via automation
- viii. Must be able to send files and projects to an archive: can send to any disk or tape based storage archive on the network or Vendor System
- ix. Display source audio and video or proxy listening / viewing in Vendor System client display window.

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- x. Must be able to manually initiate transcoding from within the MAM client.
- xi. Must harvest system metadata on audio and video files as they are added to the Vendor System including but not limited to:
  - 1. Codec
  - 2. Duration
  - 3. Creation date
  - 4. Date modified
  - 5. Frame rate
  - 6. Audio bit and sample rate
- g. Archive Storage – integration with storage provided by the EBA having Windows SMB access:
  - i. Assets on the Archive Storage must be indexed and visible to the MAM
  - ii. Assets on the Archive Storage must function in the same manner as assets on the Secondary System with the exception of live editing capabilities
- h. Interoperability between sites with Vendor Systems
  - i. All interoperability is contingent upon communication between sites across a circuit providing sufficient bandwidth per Vendor's specifications that is visible to the EBA network including but not limited to:
    - 1. Ethernet
    - 2. MPLS
    - 3. VPN
  - ii. Between Primary and Secondary Systems at one site and Primary and Secondary Systems at other sites
    - 1. Assets on the Vendor Systems at one site must be indexed and visible to the MAM on the Vendor Systems at other sites
    - 2. Assets on all Vendor Systems at all sites must be catalogued in the centralized MAM database
    - 3. If network connectivity fails on a Vendor System the system will continue to function using its own MAM database and then update the central MAM database when connectivity returns
    - 4. Must be able to move files between sites that have Vendor Systems and sufficient bandwidth per Vendor's specifications using the MAM tools
  - iii. Primary System and Remote System
    - 1. Assets on Remote Systems must be indexed and visible to the MAM on the Vendor Systems at other sites
    - 2. Assets on Remote Systems must be catalogued in the centralized MAM database
    - 3. If network connectivity fails on a Vendor System the system will continue to function using its own MAM database and then update the central MAM database when connectivity returns

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4. Must be able to move files between Remote Systems and sites that have Vendor Systems and sufficient bandwidth per Vendor's specifications using the MAM tools
5. Remote Systems must:
  - a. Be sufficiently portable such that one person can travel with the system without difficulty
  - b. Be connected to Primary and Secondary Systems' local network and become immediately visible and useable by these systems for but not limited to:
    - i. Manageability via the centralized MAM
    - ii. Editing – both shared and direct
    - iii. Searching
    - iv. Asset / file transfers to and from the Primary and Secondary Systems
- i. NDI
  - i. Record and encode NDI directly to Vendor System storage and be indexed by MAM
  - ii. Send clips from Vendor System to multiple NDI channels
  - iii. Compatible with NewTek TriCaster TC8000 broadcast switchers
  - iv. Compatible with NewTek 3Play model 4800
  - v. Compatible with NewTek Media DS model MDS1
- j. System must include licensing for the following:
  - i. A minimum of 100 users for all hardware, software, features, and storage. Since Vendor Systems must integrate with Active Directory, this means that a minimum of 100 Active Directory Users may be selected to concurrently work on any of the Vendor Systems (from a licensing perspective)
  - ii. Unlimited expansion of Vendor supplied products
  - iii. Unlimited integration with storage and network systems provided by the EBA
  - iv. Licensing shall include, but not be limited to:
    1. Primary, Secondary, and Remote Systems
    2. MAM
    3. Other products supplied by the Vendor
    4. All future hardware, software, and operating system upgrades of Vendor supplied products
- k. Additional requirements
  - ii. Winning Vendor must provide the EBA an invoice for all components of this RFQ within one week of the bid award
  - iii. Winning Vendor must provide cumulative power consumption and heat output for all equipment supplied for this RFQ.

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**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the 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 Page.

**4.2 Pricing Page:** Vendor should complete the Pricing Page (Exhibit A) by filling the table with the appropriate information. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

- 4.2.1** Shipping costs shall be included in the price of equipment
- 4.2.2** Vendor must complete the pricing page (Exhibit A)
- 4.2.3** Vendor should type or electronically enter the information into the Pricing Page (Exhibit A) to prevent errors in the evaluation
- 4.2.4** The total cost of the bid shall be the total of Items 1 through 6
- 4.2.5** The winning Vendor shall be the vendor submitting the bid with the lowest total cost
- 4.2.6** If no vendor submits a bid within the budget limitations of the WVEBA, the WVEBA may, at its own discretion, cancel RFQ EBA703 and purchase nothing

**4.3 Invoice Deadline:** the items on this RFQ will be purchased with funds from a grant. In order to meet grant deadlines, the winning Vendor must supply the WVEBA all invoices for the purchase of items on this RFQ no later than 5 business days after bid award. The invoice for items will be paid per item within 30 days of delivery. Failure to submit invoices on time could result in the cancellation of this RFQ.

**5 PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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#### 6 DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 15 working days after receiving a purchase order or notice to proceed. The EBA is ordering quantity two of each item. One of each contract item with associated cables and accessories must be delivered to the EBA at the following locations:

- 6.1.1** 600 Capitol Street, Charleston, WV 25301, and
- 6.1.2** 191 Scott Avenue, Morgantown, WV, 26508

- 6.2 Late Delivery:** The EBA must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to the EBA will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

If the EBA wishes to obtain the Contract Items from a third party under this provision it must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the EBA's locations.
- 6.4 Return of Unacceptable Items:** If the EBA 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 EBA to arrange for the return and reimburse the EBA for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the EBA with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the EBA's locations. The returned product shall either be replaced, or the EBA shall receive a full credit or refund for the purchase price, at the EBA's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the EBA 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.

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### 7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to The EBA upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.



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**Exhibit A**  
**Pricing Page**

Item#	Description	Part#	Quan	Cost	Item Total
Item 1	Primary Storage and Asset Management System		2		\$53,044
Item 2	Secondary Storage and Asset Management System		2		\$57,300
Item 3	Remote Storage and Asset Management System		2		\$8,629
Item 4	On-Site Installation		2		\$8,695
Item 5	Training		1		\$2,017
Item 6	Warranty, Maintenance, and Support		2		\$13,484
<b>Totals</b>					\$143,175

Authorized Signature: \_\_\_\_\_



Date: \_\_\_\_\_

08/28/18

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 20, 2018 @ 8:00am EST

Submit Questions to: Stephanie Gale

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: [Stephanie.L.Gale@wv.gov](mailto:Stephanie.L.Gale@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical  
☐ Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 28, 2018 @ 1:30pm EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☒ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☒ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☒ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$1,000,000.00 per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- ☐
- ☐
- ☐
- ☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.



**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/08/2018

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

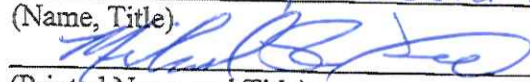
“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Mike COXE, Account Manager  
(Name, Title)

  
(Printed Name and Title)

2218 Kimberton Rd. PO Box 427 Kimberton, PA 19442  
(Address)

610-407-0776 / 610-407-0775  
(Phone Number) / (Fax Number)

mcoxe@appliedvideo.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Applied Video Technology, Inc.  
(Company)

  
(Authorized Signature) (Representative Name, Title)

Morgan Gioffre, Inside Sales Coordinator  
(Printed Name and Title of Authorized Representative)

08/28/18  
(Date)

610-407-0776 / 610-407-0775  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: EBA703

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)*

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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 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.

Applied Video Technology, Inc.  
Company

  
Authorized Signature

08/28/18  
Date

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



# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Applied Video Technology, Inc. Address: 2218 Kimberton Rd.  
PO Box 427 Kimberton, PA  
Authorized Agent: Morgan Gioffre Address: mgioffre@appliedvideo.com  
Contract Number: EBA703 Contract Description: centralized audio & video shared editing & asset management  
Governmental agency awarding contract: West Virginia Purchasing Division on behalf of the West Virginia Educational Broadcasting Authority  
☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract  
☒ Check here if none, otherwise list entity/individual names below.
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)  
☐ Check here if none, otherwise list entity/individual names below.  
Bruce MacLelland  
Beth Ann MacLelland
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)  
☒ Check here if none, otherwise list entity/individual names below.

Signature: [Signature] Date Signed: 08/28/18

**Notary Verification**

State of PA, County of Chester:

I, Morgan Gioffre, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 28<sup>th</sup> day of August, 2018.

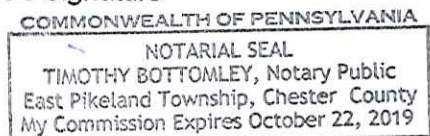
[Signature]  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_





STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Applied Video Technology, Inc. Morgan Gioffre

Authorized Signature: [Signature] Date: 08/28/18

State of PA

County of Chester, to-wit:

Taken, subscribed, and sworn to before me this 28<sup>th</sup> day of August, 2018.

My Commission expires October 22, 2019.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
TIMOTHY BOTTOMLEY, Notary Public  
East Pikeland Township, Chester County  
My Commission Expires October 22, 2019

*Purchasing Affidavit (Revised 01/19/2018)*



**EBA703**  
**Centralized Audio and Video Shared**  
**Editing and Asset Management**  
**Systems**

**Prepared For:**



**West Virginia Public Broadcasting**  
124 Industrial Park Road  
Beaver, WV 25813

**QUOTATION DATE: AUGUST 28, 2018**

**Prepared by:**

Michael Coxe

Senior Account Manager, CTS

O: 610-407-0776 | F: 610-407-0775 | C: 610-416-8906

[mcoxe@appliedvideo.com](mailto:mcoxe@appliedvideo.com)



2218 Kimberton Road  
PO Box 427  
Kimberton, PA 19442

Ph: 610.407.0776  
Fax: 610.407.0775

[www.appliedvideo.com](http://www.appliedvideo.com)

August 28, 2018

West Virginia Public Broadcasting  
Dale Malcomb, Director of Information Technology

Dear Dale:

Applied Video Technology (AVT), is pleased to present this quotation in response to request ***"EBA703 - Centralized Audio and Video Shared Editing and Asset Management Systems"***. The attached AVT proposal is inclusive of the requested post production and shared workflow upgrades. While this proposal is comprehensive as currently presented, the system design will allow for future expandability for additional storage volumes or if other locations were brought online.

The system proposal includes all equipment and available options as presented by Studio Network Solutions staff during your initial discussions with them. While officially submitted on the state bid documents, we have also provided this AVT proposal that indicates itemized costs and descriptions to allow for detailed evaluation of system components.

I've also included on the forthcoming pages notes specific to the system design and the preliminary Statement of Work provided by SNS. The following notes pertain specifically to lines in the bid spec that do not match up to SNS specifications. However, I do not believe that any of these will affect your workflows or efficiencies. I believe you have previously discussed each of these with SNS engineering staff.

**3.7.a.ii.3**

EVO handles any NTFS and HFS+ formatted. For others a workstation connection or 3rd party plugin can be used.

**3.7.f.v.1.a**

Requires a 3rd party plugin for Windows environments

**3.7.f.ix.**

Desktop client yes, in ShareBrowser Web audio not displayed if no video

As you review and discuss the quote and preliminary SOW document, please feel free to contact me for further clarification or discussion. AVT looks forward to working with WVPB on this project and continuing our relationship moving forward.

Sincerely,

Michael Coxe  
Senior Account Manager, CTS  
[mcoxe@appliedvideo.com](mailto:mcoxe@appliedvideo.com)



## APPLIED VIDEO TECHNOLOGY

West Virginia Public Broadcasting

Terms	Net 30
Ship Via	Included

F.O.B. Origin: All Shipping Charges Prepaid and Added to Order unless otherwise noted.

## QUOTE

Quote #	Quote Date
AVTQ20440	08/28/18
Account Manager	
Mike Coxe	

Attention Dale Malcomb  
Phone No.  
Email  
Fax

Qty	Manufacturer	Description	Unit Price	Ext. Price
<b>EBA703</b>				
<b>Centralized Audio and Video Shared Editing and Asset Management Systems</b>				
- Primary storage and asset management system -				
2	SNS	EVO 16 Bay Base 16x4TB - 2x10GbE Copper; EVO Base System: * 3U, 64bit Multi-core CPU, 16 SATA Bay, 64 TB RAW (16 x 4TB SATA 6Gb/s), 4 x 1Gb Ethernet Ports (iSCSI/NAS), 2 x 10 GbE Copper, Asset Management, Cloud Access, Avid Project/Bin Sharing, Adobe and Apple Project Sharing, File/Volume Sharing, NAS (AFP/SMB/NFS/SFTP) and SAN in the same box. No Per Seat License Fees, Unlimited ShareBrowser Desktop Client, SANmp and globalSAN, Lifetime Qcomplete Basic Level Support. 1 Yr HW Maintenance.	\$31,330.00	\$62,660.00
2	SNS	EVO Ethernet Expansion: 2 x 10Gb * Copper Ethernet (iSCSI/NAS) Ports, Upgrade License, 1 yr hardware maintenance	\$2,247.00	\$4,494.00
2	SNS	SATA 7.2K 4.0TB-6Gb/s	\$675.00	\$1,350.00
1	SNS	EDU / Non Profit Discount	-\$15,460.00	-\$15,460.00
SubTotal				\$53,044.00
- Secondary storage and asset management system -				
2	SNS	EVO Nearline - 16x10TB; EVO Nearline System: * 3U, 64bit Multi-core CPU, 16 SATA Bay, 160 TB RAW (16 x 10TB SATA 6Gb/s), 2 x 1Gb Ethernet Ports iSCSI/NAS), Asset Management, Cloud Access, Avid Project/Bin Sharing, Adobe and Apple Project Sharing, File/Volume Sharing, NAS (AFP/SMB/NFS/SFTP) and SAN in the same box. No Per Seat License Fees, Unlimited ShareBrowser Desktop Client, SANmp and globalSAN, Lifetime Qcomplete Basic Level Support.	\$31,911.00	\$63,822.00

Qty	Manufacturer	Description	Unit Price	Ext. Price
		Included. 1 Yr Hardware Maintenance.		
2	SNS	EVO Ethernet Expansion: * 2 x 10Gb Copper Ethernet (iSCSI/NAS) Ports, Upgrade License, 1 yr hardware maintenance	\$2,247.00	\$4,494.00
2	SNS	Approved Upgrade: 64GB RAM	\$989.00	\$1,978.00
2	SNS	SATA 7.2K 10.0TB-6Gb/s	\$1,236.00	\$2,472.00
1	SNS	EDU / Non Profit Discount	-\$15,460.00	-\$15,460.00
		SubTotal		\$57,306.00
		- Remote storage and asset management system -		
1	SNS	EVO Prodigy Desktop 4x4TB; EVO Prodigy Desktop Base System: * 16 TB RAW (4 x 4TB SATA 6Gb/s), ShareBrowser Workflow Appliance. ShareBrowser adds Project/Bin/Media/Cloud sharing to (but not limited) Adobe, Avid, Apple, Autodesk and Resolve production environments. ShareBrowser also adds a layer of easy-to-use Asset Management. Users can Index, Search, Preview and Verify assets on any online/offline storage device including Thunderbolt, FireWire, USB, DVD etc. It's an easy and affordable way to breathe life (workflow) into any new or existing 3rd party NAS or Fibre Channel storage environment.	\$5,393.00	\$5,393.00
2	SNS	EVO Ethernet Expansion: * 1 x 10Gb, Copper Ethernet (iSCSI/NAS) Ports, Upgrade License, 1 yr hardware maintenance.	\$1,618.00	\$3,236.00
		SubTotal		\$8,629.00
		- On-site Installation -		
2	SNS	On-site Professional Services * (2) days of installation	\$2,017.00	\$4,034.00
1	SNS	Travel & Expenses	\$2,000.00	\$2,000.00
1	AVT	Project Management & Service	\$424.00	\$424.00
1	AVT	On-site Professional Services * (1) day onsite installation support w/ SNS engineer.	\$848.00	\$848.00
1	AVT	Travel & Expenses	\$1,389.00	\$1,389.00
		SubTotal		\$8,695.00
		- Training -		
1	SNS	On-site Professional Services * (1) day commissioning / training. Training to take place at one location, with necessary staff present. * Additional remote / web training is offered as an ongoing service as part of annual support plan presented as part of the proposal.	\$2,017.00	\$2,017.00

Qty	Manufacturer	Description	Unit Price	Ext. Price
		SubTotal		\$2,017.00
		- Warranty, Maintenance & Support -		
1	SNS	Premium Support - Q:COMPLETE Premium Support - Yearly Site License - 24/7 Emergency Support - Phone/Email Support - Priority HW Replacement - Discount on-site services - SLA within 24 hours M-F.	\$13,484.00	\$13,484.00
		SubTotal		\$13,484.00

		- Owner-furnished Equipment -		
1	OFE	Network switches and cable infrastructure capable of supporting the amount of connections and bandwidth required for the SNS EVO shared storage and asset management solution. * NOTE: WVPB will be responsible for physical network cabling such as patch cables and installed runs between workstations and server/switches. SNS and AVT staff will provide guidance if needed.	\$0.00	\$0.00
1	OFE	Electrical outlets / power distribution / UPS units for hardware.	\$0.00	\$0.00
1	OFE	Editing workstations with adequate specifications to support Avid Media Composer and Adobe CS software packages when connected to the shared storage environment.	\$0.00	\$0.00

SubTotal	\$143,175.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$143,175.00</b>

Quoted By: Mike Cox	Quote Date	Credit Card No.
<input type="text"/>	<input type="text" value="8/28/2018"/>	<input type="text"/>
Accepted By:	Date	Purchase Order No.
<input type="text"/>	<input type="text"/>	<input type="text"/>
		Exp Date
		<input type="text" value="/"/>
		3-digit C.V.V.
		<input type="text"/>

Applied Video Technology  
2218 Kimberton Rd.  
PO Box 427  
Kimberton, PA 19442

- To place an order:
1. Email Purchase Order to your Account Manager
  2. Fax Purchase Order to 610-407-0775
  3. Mail to:  
Applied Video Technology  
PO BOX 427  
Kimberton, PA 19442

## Statement of Work



Studio **Network** Solutions



**SNS Statement of Work:**

End User Company	West Virginia Public Broadcasting
End User Contact	Dale Malcomb

**Description and Scope:****Install Preparations.**

A Pre-Install Document will be provided to the end user so that the installation site can be prepared. This document includes details on physical and electrical requirements, network resources, and workstation requirements that should be met to ensure a successful installation. The end user should complete the Pre-Install document and return it to SNS at least 5 business days prior to the date of installation. Additional charges may apply if the site is not ready for the installation of the system.

SNS technicians are not responsible for installing or testing of network or AC power wiring for the system. Adequate standard AC outlets should be available in close proximity to the intended location of the hardware. The use of an emergency battery backup power supply is highly recommended. Fibre Channel and/or ethernet cable should be installed and tested prior to the date of installation.

Under no circumstances is the SNS technician responsible for migration or backup of existing data. Any existing data should be backed up and verified prior to the installation. This is to ensure both the security of the end user's data, and to avoid lengthy delays during the installation.

SNS Installation services are to be provided on one or more consecutive work days. Typical service hours are during normal weekday business hours. Service outside of these parameters may be arranged ahead of time, and may incur additional cost in the case of overtime hours, after hours, weekends, or holidays.

Last minute or on-site schedule changes may incur additional charges.

**Hardware Installation.**

SNS technicians will perform the physical installation of any SNS provided hardware. This may include storage subsystem(s), network switch(es), and HBAs. Any hardware provided by SNS should remain in its original shipping package until the installation, unless specific arrangements are made. Hardware unpacking, assembly, mounting, and power up should be performed only by SNS technicians, or under direct recommendation and supervision of SNS personnel. Unapproved or incorrect assembly of the hardware may cause delays in the installation process and may impact warranty coverage.

## **Software Installation.**

SNS software will be installed by the SNS tech on site, unless otherwise agreed upon prior to the date of installation.

## **Training.**

Proper personnel should be available for training during the installation.

Training will be provided for:

- Network Hardware administrator.
- Network administrator.
- Network users.

## **Documentation.**

The SNS Installation technician will provide to the end user documentation as to the details of the configuration of the system, as installed, including management IP addresses, system passwords, and software versions.

## **Acceptance and Authorization**

The undersigned have reviewed this SOW and represents that the responses are true and complete and that the undersigned have full authority to enter into this agreement on behalf of:

---

Full name (End user)

---

Title

---

Signature

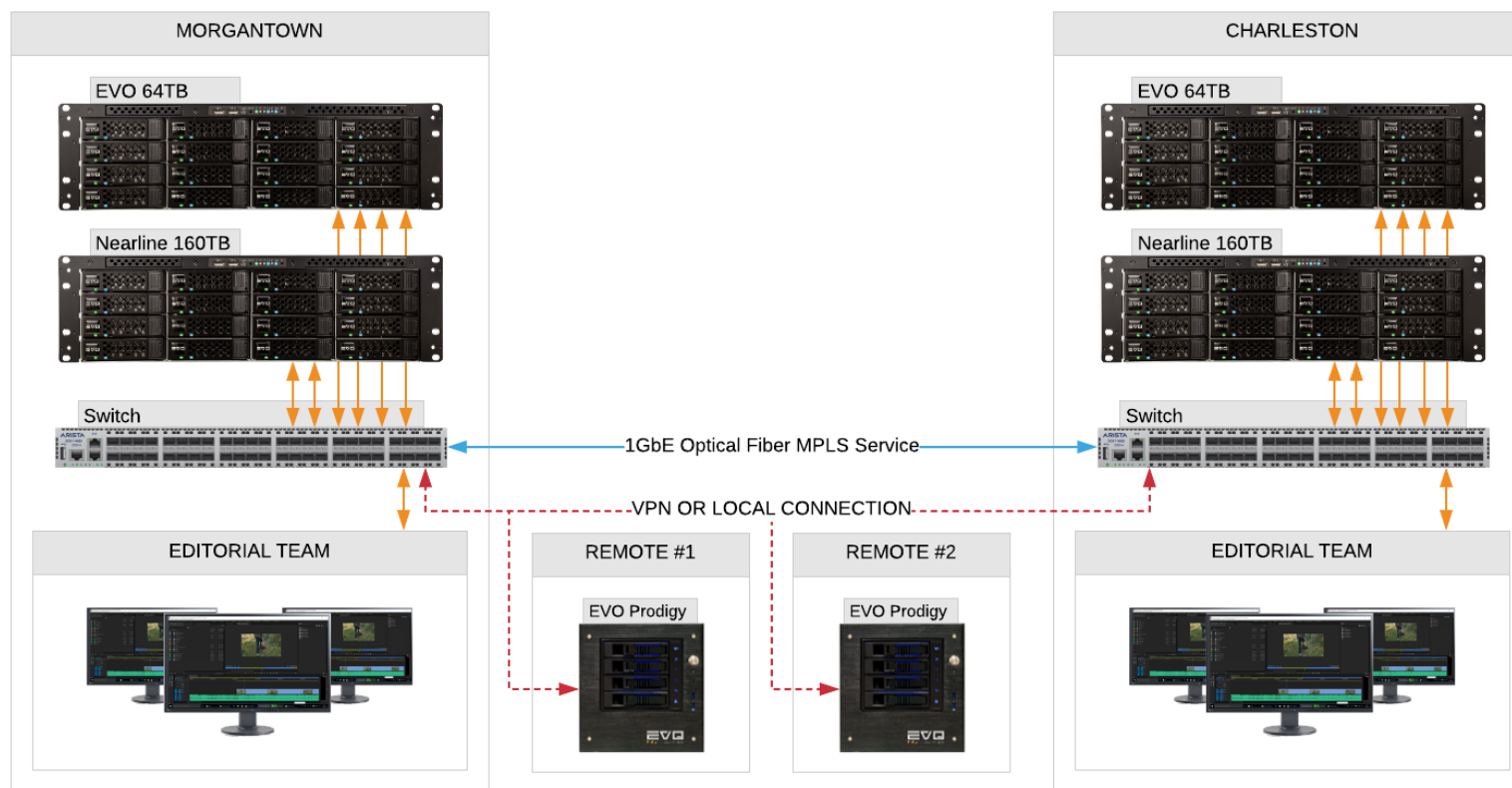
---

Date



WV Public Television  
REF #22009177  
Version 1.0  
Submit 8/28/2018

## EVO CONNECTIVITY DIAGRAM



Notes:

### LEGEND

1GbE —  
10GbE —  
VPN ---

West Virginia Public Television  
Stream Counts for Studio Network Solutions EVO  
Tested in SNS lab. Multiple workstations connected, EVO 90% full.

Codec & Frame Rate	Streams	EVO Unique Video Streams (8 Disks, RAID 5)
Avid DNxHD 36 1080p @ 23.976	84	84 streams (8 Disks, RAID 5)
ProRes 422 (145) @ 29.97	35	35 streams (8 Disks, RAID 5)
ProRes 422 HQ (220) @ 29.97	26	26 streams (8 Disks, RAID 5)
ProRes 422 HQ 4K (720) @ 23.98	10	10 streams (8 Disks, RAID 5)
ProRes 4444 4K @ 23.98	6	6 streams (8 Disks, RAID 5)
Uncompressed 10 Bit HD @ 29.97 RED 6K 5:1 WS @ 23.98	4	4 streams (8 Disks, RAID 5)
ProRes 4444 4K @ 29.97	3	3 streams (8 Disks, RAID 5)

Per the specification, utilizing two of these 8-disk pools EVO will provide 168 streams of DNxHD 36.

# EVO Tuned Performance

