



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

Solicitation

NUMBER
EBA465A

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
EVELYN MELTON 304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

RCS

445 Hamilton St., Seventh Floor
White Plains, NY 10601

V
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EDUCATIONAL BROADCASTING
AUTHORITY

600 CAPITOL STREET

CHARLESTON, WV

25301-1223

304-558-3400

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DATE PRINTED

12/12/2013

BID OPENING DATE:

01/21/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY LOCATED AT 600 CAPITOL ST., CHARLESTON, WV 25301 REQUEST A QUOTE TO PROVIDE A ONE TIME PURCHASE OF AN AUTOMATION SYSTEM FOR THE STATEWIDE PUBLIC RADIO NETWORK PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
001	1	JB	725-09			
AUTOMATION SYSTEM FOR THE STATEWIDE PUBLIC RADIO NETWORK PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ EBA465A ***** TOTAL:						
01/17/14 09:38:10AM West Virginia Purchasing Division						

SIGNATURE

Cris On

TELEPHONE

914-428-4600

DATE

1/16/14

TITLE

Regional Sales Manager

FEIN

02-0619566

ADDRESS CHANGES TO BE NOTED ABOVE

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

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 non-binding.

Question Submission Deadline: January 3, 2014 - end of business

Submit Questions to: Evelyn P. Melton

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-4115

Email: evelyn.p.melton@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

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: ☐ 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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: January 21, 2014 - Tuesday @ 1:30 P.M.

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.

GENERAL TERMS AND CONDITIONS:

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

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

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

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

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

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

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: 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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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.

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

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

- ☐ **BID BOND:** All Vendors shall furnish a 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 . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **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 issued and 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.

- ☐ **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.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:



Commercial General Liability Insurance:

\$ 1,000,000.00 min. ☒ or more.



Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.



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

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

☐
☐
☐
☐

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. 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.

15. 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.

16. 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.

17. PAYMENT: 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

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

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state 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.

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

52. 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 heath, 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:

- a. 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
- b. 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.

53. 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.

**REQUEST FOR QUOTATION
EBA465A FM RADIO AUTOMATION SYSTEM**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Educational Broadcasting Authority (WVEBA) at 600 Capitol Street, Charleston, WV 25301 to establish a contract for the one time purchase of a broadcast automation system for the statewide Public Radio network. WVEBA operates a statewide radio and television network. The goal is to install an automation system to provide programming for the radio network. On a routine day the system will function to automate the overnight segment of the broadcast in a totally unattended operation.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item"** means a broadcast automation system to provide radio programming for the West Virginia Public Radio network.
 - 2.2 **"Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is included in this RFQ EBA465A as Exhibit A.
 - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as EBA465A.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **General Automation**
 - 3.1.1.1 System shall be compatible with National Public Radio's PRSS (Public Radio Satellite System)
 - 3.1.1.2 Vendor shall have existing installation projects at public radio stations using the PRSS delivery model

**REQUEST FOR QUOTATION
EBA465A FM RADIO AUTOMATION SYSTEM**

3.1.2 Workstations

3.1.2.1 Vendor shall provide 2 (two) identical workstations that will access a common server

3.1.2.1.1 Vendor shall provide server

3.1.2.2. Each workstation shall be capable of multiple stream automation

3.1.2.2.1 Four streams shall be available on each workstation

3.1.2.2.2 Streams shall all have access to a single server to share content inventory

3.1.2.2.3 Streams shall have the ability to inhibit out of date or tagged content

3.1.2.2.3.1 Content may be tagged for "expired air date" or other reasons such as copyright use

3.1.2.2.4 Workstation shall have the ability to substitute prepared material for tagged content

3.1.2.2.5 Workstation shall be able to insert different spots on each stream simultaneously (i.e. Underwriting credit for the main air stream can be different than the webstreaming output)

3.1.2.3 All workstations shall be able to synchronize with Network Time Protocol

3.1.2.4 Workstations shall have the ability to play both uncompressed and compressed audio files

3.1.2.4.1 Compressed files shall include MP2, MP3, FLAC (Free Lossless Audio Compression)

3.1.2.5 Quantity of two (2) automation workstations shall be supplied.

3.1.2.5.1 Workstations shall be identical in both hardware and operational configuration

3.1.3 Modes of operation

3.1.3.1 Live assist

3.1.3.1.1 In live assist traditional cart machine emulation shall be available, with units triggered by programmed time or GPI contact closure

3.1.3.2 Voice tracking

3.1.3.3 Full automation

REQUEST FOR QUOTATION

EBA465A FM RADIO AUTOMATION SYSTEM

3.1.3.3.1 In full automation mode switching between two satellite feeds, recorded underwriting credits, and legal IDs will be required

3.1.3.3.2 Some recorded material will require playout simultaneous to the satellite feed (i.e. during music beds)

3.1.3.3.3. Time shifting

3.1.3.3.3.1 Workstation shall have the ability to time delay a source (such as a satellite) and replay it while still recording.

3.1.4 Hardware

3.1.4.1 Vendor shall supply and integrate all hardware components

3.1.4.1.1 PCs shall be rack mounted

3.1.4.1.2 Server PCs shall incorporate dual power supplies

3.1.4.1.3 Workstation PCs shall be equipped with 2 network interface cards

3.1.4.1.4 Server PC(s) shall be equipped with 4 network interface cards

3.1.4.1.5 Network interface cards shall be 1000base T

3.1.4.2 Keyboard, video, and mouse shall have extender provided

3.1.4.2.1 PCs will reside in a machine room isolated from the studio

3.1.4.2.2 Extender shall use Cat 5 cabling

3.1.5 Interfaces

3.1.5.1 Workstations shall have 2 discrete audio inputs

3.1.5.2 Inputs shall be available as both AES/EBU digital and balanced +4dBu standards

3.1.5.3 Workstations shall have 4 discrete audio outputs

3.1.5.4 Outputs shall be available as both AES/EBU digital and balanced +4dBu standards

3.1.5.5 Workstations shall have 8 (eight) GPI inputs

3.1.5.5.1 Status of inputs shall be programmable with regard to open/close status (programmable inversion of state)

3.1.5.6 Workstations shall have 8 (eight) GPI outputs

3.1.5.6.1 GPI outputs can be open collector or dry contact

3.1.6 Traffic

3.1.6.1 System will interface with existing traffic software currently in use at WVPB

3.1.6.2 Current system is "Visual Traffic) a product of Marketron Broadcast Solutions 888-239-8878

**REQUEST FOR QUOTATION
EBA465A FM RADIO AUTOMATION SYSTEM**

3.1.7 Training

3.1.7.1 Vendor shall provide training for operators

3.1.7.2 Training may be on-site or via web conference using remote machine access

3.1.8 Support

3.1.8.1 Vendor shall provide 24/7 telephone technical support 365 days per year

3.1.8.2 Cost of technical support shall be included in the base price of the system

3.1.9 Optional items Vendor shall offer pricing of the following options:

3.1.9.1 Additional workstations as a per unit price

3.1.9.2 Expanded storage capacity in 1 Terabyte segments

3.1.9.3 Dual Monitor screens

3.1.9.4 Touch screens

3.1.9.5 Different size screens with optional pricing

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 Pages. The price of options will not figure into the bid award.

4.2 Pricing Page: Vendor should complete the Pricing Page by filling in the cost for the system on the line provided. FOB destination shipping costs shall be included in the cost of the system. 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

**REQUEST FOR QUOTATION
EBA465A FM RADIO AUTOMATION SYSTEM**

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 90 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at:

West Virginia Public Broadcasting, Attention Purchasing Administrator, 600 Capitol Street, Charleston, WV 25301

- 6.2 Late Delivery:** The Agency placing the order under this Contract 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 an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision 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 Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**REQUEST FOR QUOTATION
EBA465A FM RADIO AUTOMATION SYSTEM**

Exhibit A

PRICING PAGE

EBA465A FM RADIO AUTOMATION SYSTEM

FOB destination shipping charges shall be included in the price of the system.

<u>Quantity</u>	<u>Description</u>	<u>Lowest Overall Total Cost</u>
1	FM Radio Automation System (items 3.1.1 – 3.1.8)	\$77,724

OPTIONAL ITEMS PRICING

FOB destination shipping charges shall be included in the price of the system.

<u>Description</u>	<u>Unit Price</u>
Additional workstations as a per unit price (item 3.1.9.1)	\$23,321
Expanded storage capacity in 1 Terabyte segments (item 3.1.9.2)	N/A - Please see cover letter
Dual Monitor screens per unit (item 3.1.9.3)	\$180
Touch screens per unit (item 3.1.9.4)	\$1,007
Different size screens with optional pricing (item 3.1.9.5)	N/A - Please see cover letter


Signature of Vendor

1/16/14

Date

Company Name RCS

Address 445 Hamilton Ave., Seventh Floor, White Plains, NY 10601

Phone 914-428-4600

Fax 814-428-5922

Email conan@rcsworks.com

WV-96A
Rev. 12/12

AGREEMENT ADDENDUM FOR SOFTWARE

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: RCS

Signed: Cris On

Title: Regional Sales Manager

Date: 1/16/14

Software Attachment

Attachment

PO#: **EBA465A**

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Cris Ome 1/16/14
Signature Date

Regional Sales Manager

Title

RCS

Company Name

Signature Date

Title

Agency/Division

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

RCS

(Company)



(Authorized Signature)

Regional Sales Manager

(Representative Name, Title)

914-428-4600 914-428-5922

(Phone Number)

(Fax Number)

1/16/14

(Date)

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____

Signed: _____

Date: _____

Title: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

Authorized Signature: *Cris Oma* Date: 1/14/14

State of New York

County of Monroe, to-wit:

Taken, subscribed, and sworn to before me this 14 day of January, 2014

My Commission expires 3/10, 2016

AFFIX SEAL HERE

NOTARY PUBLIC

KATHLEEN M. REYNOLDS
Notary Public, State of New York
No. 01RE6182949
Qualified in Monroe County
Commission Expires March 10, 2016

Kathleen M Reynolds
Purchasing Affidavit (Revised 07/01/2012)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA465A

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. 6

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Addendum No. 2

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Addendum No. 7

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Addendum No. 3

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Addendum No. 8

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Addendum No. 4

☐

Addendum No. 9

☐

Addendum No. 5

☐

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.

RCS

Company

Cris On

Authorized Signature

1/16/14

Date

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



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

Solicitation

NUMBER

EBA465A

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

EVELYN MELTON
304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

RCS

445 Hamilton Ave., Seventh Floor
White Plains, NY 10601

V
E
N
D
O
R

EDUCATIONAL BROADCASTING
AUTHORITY
600 CAPITOL STREET

CHARLESTON, WV

25301-1223

304-558-3400

S
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P
T
O

DATE PRINTED

01/08/2014

BID OPENING DATE:

01/21/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM IS ISSUED:						
1. TO PROVIDE RESPONSES TO QUESTIONS REGARDING THE ORIGINAL SOLICITATION. QUESTIONS & ANSWERS ARE ATTACHED.						
2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	JB		725-09		
AUTOMATION SYSTEM FOR THE STATEWIDE PUBLIC RADIO NETWORK PER THE ATTACHED SPECIFICATIONS.						

SIGNATURE

Cris O...

TELEPHONE

914-428-4600

DATE

1/16/14

TITLE

Regional Sales Manager

FEIN

02-0619566

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER

EBA465A

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF _____

EVELYN MELTON
304-558-2306

304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

PODZIM

EDUCATIONAL BROADCASTING
AUTHORITY
600 CAPITOL STREET

AUTHORITY

600 CAPITOL STREET

CHARLESTON, WV

25301-1223

304-558-3400

DATE PRINTED

~~01/08/2014~~

BID OPENING DATE:

01/21/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ EBA465A ***** TOTAL:						

SIGNATURE

Cris On -

TELEPHONE

914-428-4600

DATE _____

TITLE

Regional Sales Manager

FEIN

02-0619566

ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: EBA465A**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

1. To provide responses to questions.
2. To provide addendum acknowledgment.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM NO. 1

EBA 465A - QUESTIONS & ANSWERS

Question 1. There is no mention of network switches or network arrangements, despite requirement to “integrate all hardware components”. Do you expect vendors to include the network switch in the bid or will the switch be provided by WVEBA? Will the workstations and the server physically be co-located in the same rack room?

Answer 1. Network switches and cabling will be provided by West Virginia Public Broadcasting. The server and 2 workstations will be in 3 separate rooms. The optional workstation would be in a different facility to function as a backup system

Question 2. There is no specified base storage capacity mentioned for the file server, despite the requirement to bid for additional storage in “1TB increments”. What is the base storage to be provided in the server?

Answer 2. The server will utilize RAID 5 as a minimum. System shall be able to tolerate one drive failure and continue to operate.

Question 3. For the file server, there is no mention of redundancy or storage system protection such as RAID arrays. Is this an omission or is something that is not expected to be provided?

Answer 3. My mistake on the server size. The server will have 5 terabytes of storage provided.

Question 4. There is no installation labor component despite the “integration requirement”. Is the vendor expected to physically install the equipment or will that be done by WVEBA?

Answer 4. Installation will be provided by West Virginia Public Broadcasting. Integration requirement refers to the system as a whole being assembled and tested- i.e. sound cards and other peripherals installed and tested prior to delivery. It is understood that networking is a facet that West Virginia Public Broadcasting will address once the equipment is received.

Question 5. Is the vendor responsible for supply of the CAT5 cable for the KVM extenders? If so, what length(s) of cabling is required? Who will install and terminate those CAT5 cables?

Answer 5. The Cat5 cabling and installation will be provided by West Virginia Public Broadcasting.

Question 6. Since the format of associated metadata and tags implemented in FLAC files vary widely, is it acceptable to provide a pre-processing utility for FLAC files to insure system conformity for subsequent playback?

Answer 6. A pre-processing utility for FLAC files is acceptable. The intent is to avoid any utility that has not been tested and deemed acceptable by the vendor.

Question 7. 24/7/365 telephone technical support is specified but the expected term of said support is not specified. How many years should be included in the system pricing?

Answer 7. One year shall be sufficient, with renewal capability.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA465A

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

RCS

Company

Cris On

Authorized Signature

1/16/14

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012



January 16, 2013

Evelyn P. Melton
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Reference EBB 465A

Dear Ms. Melton;

Thanks for the opportunity to provide you with the attached response to RFP EBA465A. This cover letter will serve as part of our response.

Here are **RCS** specific quotation **responses** by specification:

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

RCS RESPONSE: RCS's terms are payment due following the completion of RCS training not to exceed thirty (30 days) after delivery.

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

RCS RESPONSE: RCS will need a state exemption certificate or sales tax will be applied to invoices.

1. PURPOSE AND SCOPE:

....The goal is to install an automation system to provide programming for the radio network. On a routine day the system will function to automate the overnight segment of the broadcast in a totally unattended operation.

RCS RESPONSE: Understood. The RCS Zetta payout system is being proposed. It is the most advanced broadcast system available using modern technologies such as SQL and Microsoft .NET. Unique to the industry, RCS developed Zetta from the ground up and did not rely on legacy code from older systems. Further, RCS development did not impose artificial





software limits. As operational needs increase, Zetta will support them and as PC hardware capabilities improve, Zetta will utilize them.

3. GENERAL REQUIREMENTS:

3.1.1 General Automation

3.1.1.1 System shall be compatible with National Public Radio's PRSS (Public Radio Satellite System)

RCS RESPONSE: Comply

3.1.1.2 Vendor shall have existing installation projects at public radio stations using the PRSS delivery model.

RCS RESPONSE: Comply including at Iowa Public Radio and Colorado Public Radio.

Other RCS general reference users include New York Public Radio and Clear Channel. Specific contact information is available upon request.

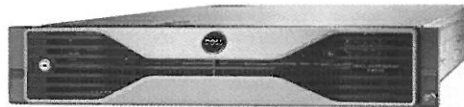
3.1.2 Workstations

3.1.2.1 Vendor shall provide 2 (two) identical workstations that will access a common server.

RCS RESPONSE: Comply. RCS will supply Dell workstation-class rack case PC(s) with 21.5" monitor, keyboard and mouse. PC configuration:

- Dell Precision R7610 CTO Base
- 8GB (4x2GB) 1600MHz DDR3 ECC RDIMM
- 512MB AMD FirePro 2270 (DMS59) (DMS59 to 2DVI adapter)
- Dual NIC functionality
- Integrated LSI 2308 SATA/SAS controller, 6Gb/sRAID 0/1/10 (6 ports), R7610
- Dell Precision R7610 TPM Chassis
- 8x Slimline DVD+/-RW Drive
- MUI Windows 7 Professional (64Bit OS) Resource DVD
- ProSupport : 7x24 Technical Support , 2 YearExtended
- ReadyRails Sliding Rails with Cable Management Arm
- Intel Xeon Processor E5-2620 (Six Core, 2.00GHz Turbo, 15MB, 7.2 GT/s)

- Center riser with (1) PCIe x16, (1) PCI 32-bit, 5V (requires 2nd CPU to enable PCIe slot)
- 500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive
- RAID 1
- 1100W Power Supply
- DMS-59 to Dual VGA Adapter, Dell Precision Desktop
- 2U Threaded Hole Rack Adapter Kit for Sliding ReadyRails,CusKit

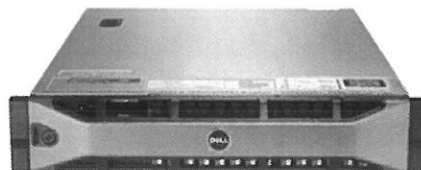


3.1.2.1.1. Vendor shall provide server.

RCS RESPONSE: Comply. RCS will supply Dell server-class PCs with rack-mount fold-up monitor, keyboard and touch pad.

PC configuration:

- PowerEdge R720,TPM
- Risers with up to 4, x8 PCIe Slots + 2, x16 PCIe Slot
- iDRAC7 Express
- Broadcom 5720 QP 1Gb Network Daughter Card, quad NIC functionality
- 3.5" Chassis with up to 8 Hard Drives
- RAID 5 for H710P/H710/H310 (3-16 HDDs)
- PERC H710 Integrated RAID Controller, 512MB NV Cache
- Intel Xeon E5-2620 2.00GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W, Max Mem 1333MHz
- PCIE Slot Filler, PowerEdge R720/R720x
- 4GB Memory (1x4GB), 1333MHz, Dual Ranked RDIMM - Quantity 4
- 1333 MHz RDIMMs
- DVD+/-RW, SATA,INTERNAL
- Dual, Hot-plug, Redundant Power Supply (1+1), 750W
- ProSupport:4-Hour 7X24 Onsite Service After Problem Diagnosis, 24 Months Extended
- R720 Slide Rail Dry Slide 2Post 4Post

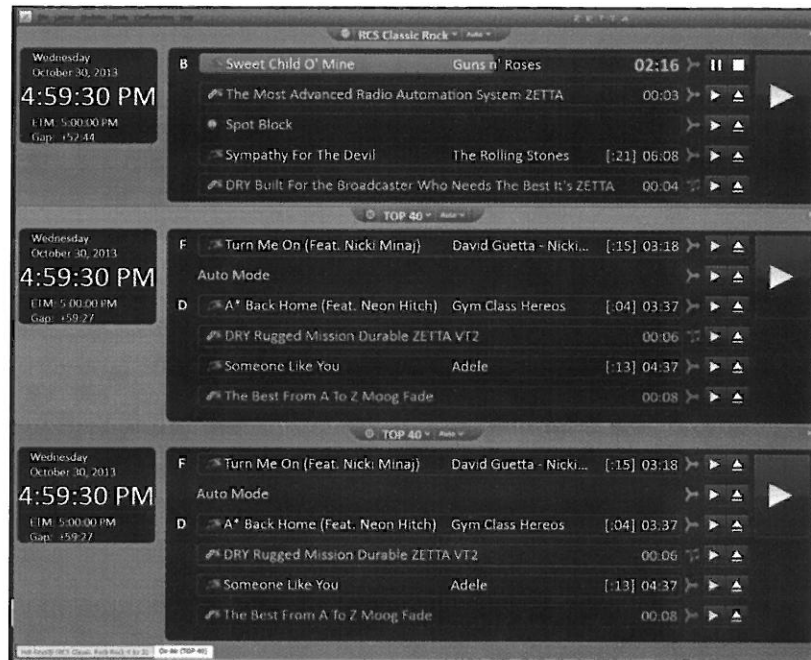


3.1.2.2 Each workstation shall be capable of multiple stream automation.

RCS RESPONSE: Comply

3.1.2.2.1 Four streams shall be available on each workstation

RCS RESPONSE: Comply.



Multiple playback decks may be configured for monitoring and control of multiple channels on one screen for various feeds (multiple stations, streams etc.). The quantity of stations displayed are user-definable.

3.1.2.2.2 Streams shall all have access to a single server to share content inventory.

RCS RESPONSE: Comply

3.1.2.2.3 Streams shall have the ability to inhibit out of date or tagged content.

RCS RESPONSE: Comply.



3.1.2.2.3.1 Content may be tagged for “expired air date” or other reasons such as copyright use.

RCS RESPONSE: RCS can tag cuts by “expired air date” and by station/stream.

3.1.2.2.4 Workstation shall have the ability to substitute prepared material for tagged content.

RCS RESPONSE: Comply

3.1.2.2.5 Workstation shall be able to insert different spots on each stream simultaneously (i.e. Underwriting credit for the main air stream can be different than the webstreaming output).

RCS RESPONSE: Comply

3.1.2.3 All workstations shall be able to synchronize with Network Time Protocol

RCS RESPONSE: Comply

3.1.2.4 Workstations shall have the ability to play both uncompressed and compressed audio files.

RCS RESPONSE: Comply

3.1.2.4.1 Compressed files shall include MP2, MP3, FLAC (Free Lossless Audio Compression)

RCS RESPONSE: RCS supports MP2 and MP3. FLAC may be offered as a future software enhancement.

3.1.2.5 Quantity of two (2) automation workstations shall be provided.

RCS RESPONSE: Comply

3.1.2.5.1 Workstations shall be identical in both hardware and operational configuration.

RCS RESPONSE: Comply

3.1.3 Modes of Operation



RCS RESPONSE: The Zetta User Interface proposed is assembled using standard RCS software modules. These modules may be sized and placed in desired screen positions. Each module is customizable with respect to background colors, font styles, font colors etc. After design, a screen may be locked to prevent user changes. Screens may be configured for individual users based on user rights, by function (i.e. air, production etc.) by station or by other grouping.



Example of Zetta screen showing six modules.

Zetta offers the unique ability to drag-and-drop a cut from one module to another. There is not a complicated loading process. Also unique is the ability to drag-and-drop a cut from an external location into Zetta or vice-versa such as from a Flash drive for show prep or to a sales PC desktop for client auditioning (assuming granted network and software user rights). Zetta will automatically create an audio asset using as much metadata as the original cut contains.

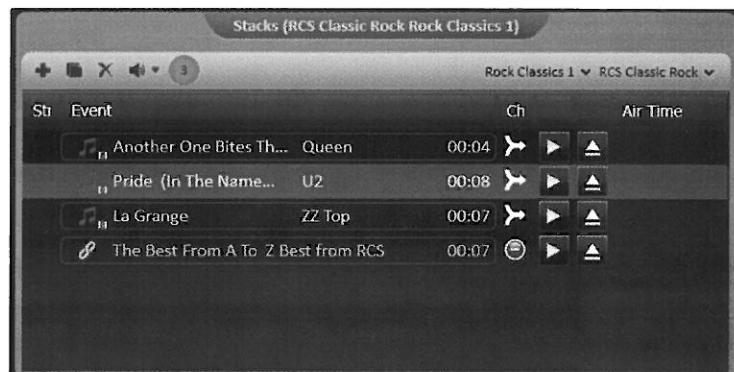
3.1.3.1 Live assist

3.1.3.1.1 In live assist transitional cart machine emulation shall be available with units triggered by programmed time or GPI contact closure

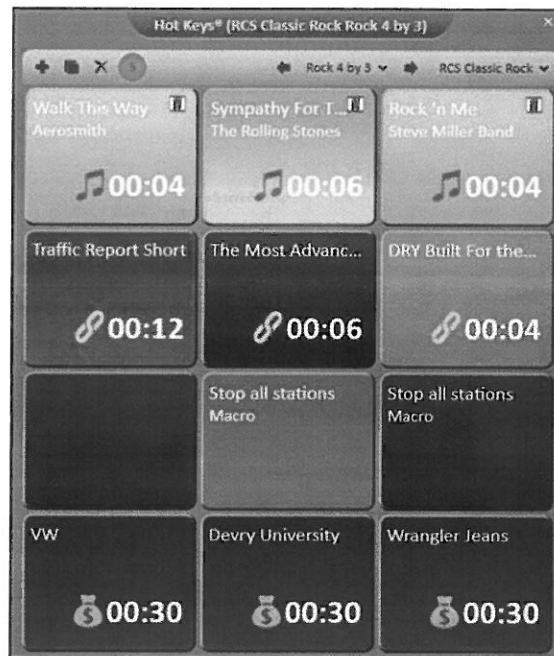
RCS RESPONSE: Comply



These are the audio playback decks. The quantity of decks visible may be defined. Each deck offers the ability to play, pause, stop or eject. Each deck may be started individually or one deck may auto-start the next. Audio card channel assignments are shown. Timing information is displayed including cut countup/down, intro time, time till next Exact Time Marker and gap for under/over programming. A playing cut's horizontal bar fills as it plays to visually indicate elapsed time and changes color depending on intro and next-to-play points.

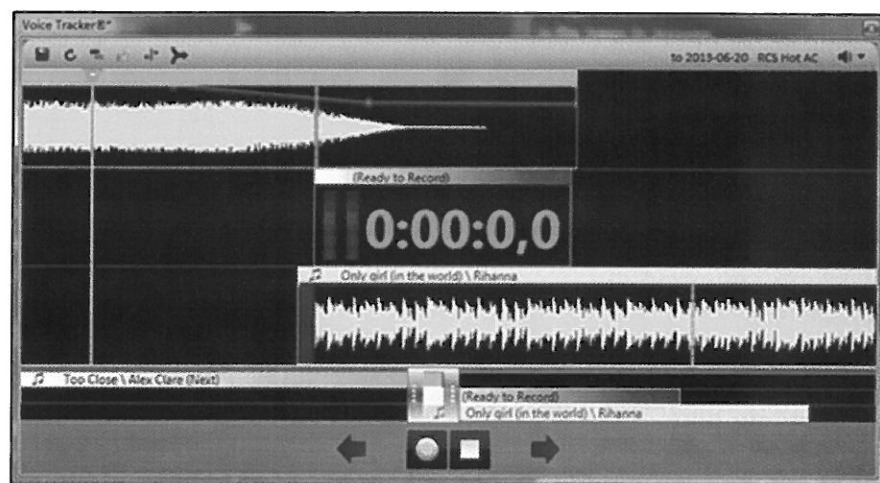


The ZPlayer is designed for an operator to quickly drag-and-drop cuts for manual playback. Each cut may be manually started or one cut may auto-start the next just like multiple cart players. A playlist of the cuts may be saved for future loading which makes it perfect for recurring programming elements such as weather and traffic.



Cuts may be easily assigned to hotkeys by operators. Multiple pages are available and may be password protected by user. Audio output(s) may be separate from on-air decks depending on the quantity of audio channels available and audio card configuration.

3.1.3.2 Voice tracking



RCS RESPONSE: Comply. VoiceTracks may be quickly recorded while auditioning song intros and outros. Timing and fades may be easily adjusted. Song segues may also be modified using the horizontal



tracks display that RCS first developed and later became the industry standard. RCS provides optional ways for voicetracks to be recorded remotely using the Internet.

3.1.3.2 Full automation

Air Time	Event	Status	Chain	Stream
1:04:45 PM	DRY Rugged Mission Durable ZETTA VT2	00:06	✓	
1:04:25 PM	Rock 'n Me Steve Miller Band	00:03	▶	B
1:07:21 PM	The World Has A New Playout System Hip Hop	00:05	-	A
1:07:27 PM	Tush ZZ Top	02:11	-	C
1:09:38 PM	The World Has A New Playout System ZETTA	00:03	-	
1:09:42 PM	Spot Block		-	
1:09:42 PM	Read me	00:15	-	
1:09:42 PM	The Boys Are Back in Town Thin Lizzy	03:03	-	
1:12:53 PM	DRY From Aquira To GSelector To ZETTA Best from A To Z	00:08	-	
1:12:45 PM	All Right Now Free	04:03	-	
1:16:49 PM	The Most Advanced Digital Automation System Hip Hop	00:05	-	
1:16:55 PM	Sultans Of Swiing Dire Straits	05:25	-	
1:24:00 PM	Exact Time Marker-HIT: 1:24:00 PM	-01:39	-	
1:22:20 PM	Spot Block		-	
1:22:20 PM	Traffic Report Short	00:11	-	
12:12:32 P	I Want You To Want Me - Live Cheap Trick	03:35	-	
1:26:00 PM	DRY You're Listening To WRCS Powered By G And ZETTA	00:06	-	
1:25:46 PM	Another One Bites The Dust Queen	03:30	-	
1:29:17 PM	The Future Is Now 2x with long tail	00:05	-	
1:29:22 PM	The Boys Of Summer Don Henley	04:28	-	
1:34:13 PM	DRY The World Has A New Radio Playout System ZETTA V...	00:04	-	
1:33:51 PM	Layla Derek & The Dominos	02:36	-	
1:36:28 PM	DRY The Future Is Now The future Is ZETTA	00:04	-	
1:36:31 PM	Carry On Wayward Son Kansas	03:19	-	
1:39:51 PM	The Best From A To Z Moog Fade	00:08	-	
1:48:00 PM	Exact Time Marker-HIT: 1:48:00 PM	-07:59	-	
1:40:00 PM	Spot Block		-	

ETM: 2:00:00 PM Gap Time: -00:06:35

RCS RESPONSE: Comply. This is the program log screen. Desired cut metadata fields may be selected to display in columns and column width may be adjusted. The log may be scrolled ahead or back in time.

3.1.3.3.1 In full automation mode switching between two satellite feeds, recorded underwriting credits and legal IDs will be required.

RCS RESPONSE: (2) two Broadcast Tools ADMS 44.22 8x2 stereo matrix switchers are included per workstation. Each offers four stereo analog and four stereo AES inputs and two independent stereo analog and AES outputs.



POSSIBLE DEDUCT: Please note that if WVEBA has existing audio routing for two satellite feeds and four automation output feeds, a Sealevel 8004 GPIO-only card may be substituted. The deduct cost per workstation would be \$2,225.

3.1.3.3.1 Some recorded material will require playout simultaneous to the satellite feed (i.e. during music beds)

RCS RESPONSE: This is currently not possible but will be a future planned enhancement.

3.1.3.3.3 Time shifting

3.1.3.3.3.1 Workstation shall have the ability to time delay a source (such as a satellite) and replay it while still recording.

RCS RESPONSE: RCS currently does not have the ability to play while recording but it is a planned software enhancement in 2014.

Time shifting is accomplished using the Zetta Background Recorder. It may be used to automatically capture audio networks for delayed playback or even your own air product for “best-ofs”.

The background recorder can execute Zetta functions in any desired timing and order just like a macro recorder/player

PLEASE NOTE THAT (4) FOUR PLAYBACK STREAMS AT THE SAME TIME AS VOICETRACKING AT THE SAME



TIME AS NETWORK DELAY ARE NOT SUPPORTED IN A SINGLE WORKSTATION FOR RELIABLE OPERATION.

A SYSTEM OF THIS TYPE IS TYPICALLY IMPLEMENTED SUCH THAT THE STREAMING IS NORMALLY DONE IN ONE WORKSTATION. A SECOND WORKSTATION IS USED FOR VOICETRACKING AND NETWORK DELAY. THE SECOND WORKSTATION IS ALSO AVAILABLE FOR STREAM PLAYBACK IN THE EVENT OF THE FIRST WORKSTATION FAILURE. IN THAT EVENT, VOICETRACK PRODUCTION AND NETWORK RECORDING ARE NOT FUNCTIONAL.

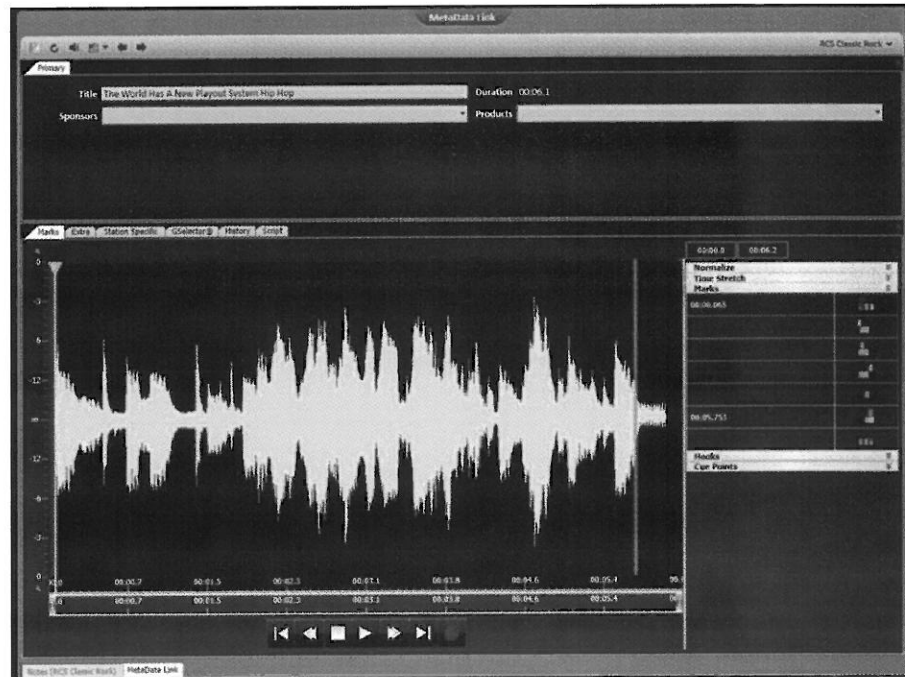
ALTERNATIVELY, PURCHASE OF A THIRD WORKSTATION (OPTIONAL PRICE QUOTED) WOULD ALLOW STREAM PLAYBACK, VOICETRACK PRODUCTION AND NETWORK RECORDING TO ALL CONTINUE IN THE EVENT OF ONE WORKSTATION FAILURE.

Other Available Zetta Applications:

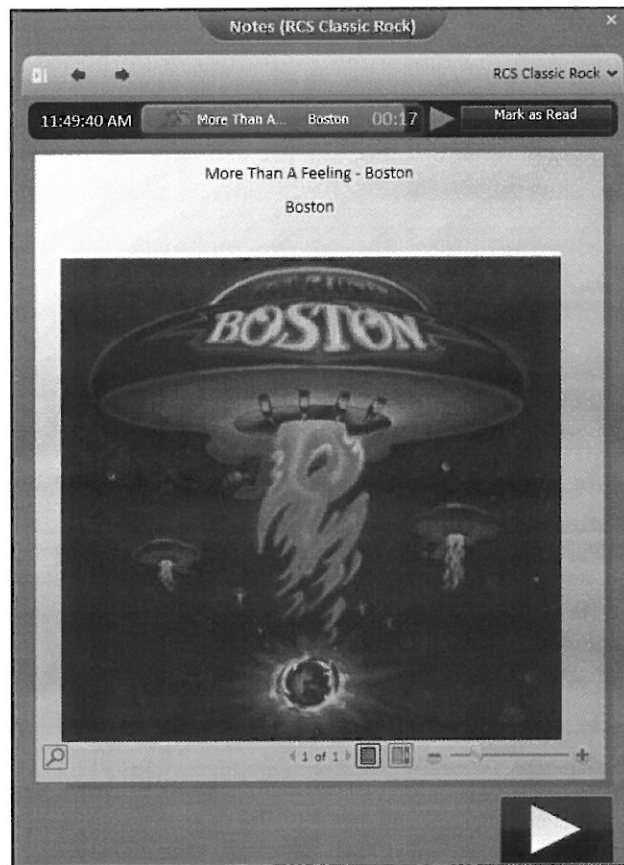


Title	Artist	Duration
Airplanes	B.o.B	03:00
Forget You	Cee Lo Green	03:43
Yeah 3x	Chris Brown	04:00
S&M	Rihanna	04:03
Till The World Ends	Britney Spears	03:56
I Need A Doctor	Dr. Dre	04:43
The Show Goes On [Explicit]	Lupe Fiasco	03:58
OMG	Usher featuring will.i.am	04:29
Give Me Everything	Pitbull feat. Ne-Yo, Afrojack & Nayer	04:16
Party Rock Anthem	Lmfao	04:23
All Over The World	Ola	03:51
You Make Me Feel... - feat. Sabi	Cobra Starship	03:35
My Last	Big Sean	04:13
I Wanna Go	Britney Spears	03:29
Pumped Up Kicks	Foster The People	03:58
Save The World (Radio Mix)	Swedish House Mafia	03:32
Lighters [Explicit]	Bad Meets Evil	05:03
Someone Like You	Adele	04:44
Danza Kuduro (Remix) [Explicit]	Don Omar Arcangel & Daddy Yankee	03:32
Good Feeling	Flo Rida	04:06
Without You (Feat. Usher)	David Guetta - Usher	03:28
Sexy And I Know It	Lmfao	03:19
We Found Love	Rihanna	03:35
Moves Like Jagger (Studio Recording From The Voice Performance)	Maroon 5	03:21
Stereo Hearts	Gym Class Heroes	03:29
Dream On	Aerosmith	04:23
Princess Of China	Coldplay & Rihanna	03:59
Turn Me On (Feat. Nicki Minaj)	David Guetta - Nicki Minaj	03:19
Work Out (Clean Version)	J Cole	03:54
Domino	Jessie J	03:50

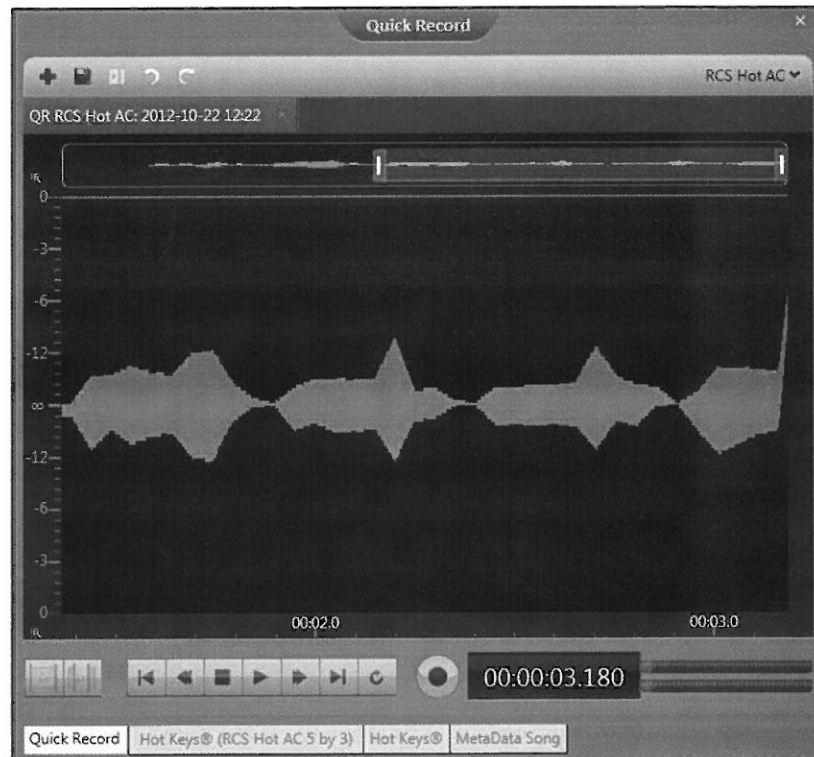
The library module shows cuts by categories (user-defined) and allows for easy column sorting and quick searches.



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Operator notes, live copy, graphics and HTML addresses may be programmed and automatically displayed to the operator while a cut is playing.



Quick Record may be used for bits and telephone calls. Quick edits may be made, desired audio highlighted and played back in the Quick Recorder or dragged to another application such as Hot Keys.



Under RCS development is a basic multitrack editor. Several tracks will be supported. They may be cut and pasted, slid against each other for timing and level adjusted including fade points and rates. The

multitrack editor will be tightly integrated into the Zetta system for easy operation.



In addition to technology such as VNC, Zetta may be controlled by smart devices such as iPhones, iPads and Android devices using RCS-written HTML5.

3.1.4 Hardware

3.1.4.1 Vendor shall supply and integrate all hardware components

RCS RESPONSE: Understood

3.1.4.1.1 PCs shall be rackmounted

RCS RESPONSE: Comply. Please see response to sections 3.1.2.1 and 3.1.2.1.1.

3.1.4.1.2 Server PCs shall incorporate dual power supplies

RCS RESPONSE: Comply. The (1) one server PC being bid has a dual power supply. Please see response to section 3.1.2.1.1

3.1.4.1.3 Workstations PCs shall be equipped with 2 network interface cards

RCS RESPONSE: Comply. The functionality of 2 network interfaces is being provided. Please see response to sections 3.1.2.1.



3.1.4.1.4 Server PCs shall be equipped with 4 network interface cards

RCS RESPONSE: Comply. The functionality of (4) *four* network interfaces is being provided for the (1) *one* server being bid. Please see response to sections 3.1.2.1.1.

3.1.4.1.5 Network interface cards shall be 100baseT

RCS RESPONSE: Comply. Please note that no network cables, network switches or other network components are included in RCS's bid. Please see response to sections 3.1.2.1.1.

3.1.4.2 Keyboard, video and mouse shall have extender provided

RCS RESPONSE: Comply for 2 workstations only.

3.1.4.2.1 PCs will reside in a machine room isolated from the studio

RCS RESPONSE: Understood

3.1.4.2.2. Extender shall use Cat 5 cabling

RCS RESPONSE: Comply

3.1.5 Interfaces

3.1.5.1 Workstations shall have 2 discrete audio inputs

RCS RESPONSE: We are bidding AudioScience ASI6644 audio cards that have (4) four discrete stereo audio inputs



3.1.5.1 Inputs shall be available as both AES/EBU digital and balanced +4dBu standards

RCS RESPONSE: Comply. Please note that inputs may be AES/EBU or analog but both may not be selected at the same time.

3.1.5.3 Workstations shall have 4 discrete audio outputs

RCS RESPONSE: Comply.

PLEASE NOTE THAT (4) FOUR AUDIO OUTPUTS WILL NOT BE ENOUGH FOR (4) FOUR PLAYBACK STREAMS AT THE SAME TIME AS VOICETRACKING AT THE SAME TIME AS NETWORK DELAY.

A SYSTEM OF THIS TYPE IS TYPICALLY IMPLEMENTED SUCH THAT THE STREAMING IS NORMALLY DONE IN ONE WORKSTATION. A SECOND WORKSTATION IS USED FOR VOICETRACKING AND NETWORK DELAY. THE SECOND WORKSTATION IS ALSO AVAILABLE FOR STREAM PLAYBACK IN THE EVENT OF THE FIRST WORKSTATION FAILURE. IN THAT EVENT, VOICETRACK PRODUCTION AND NETWORK RECORDING ARE NOT FUNCTIONAL.

ALTERNATIVELY, PURCHASE OF A THIRD WORKSTATION (OPTIONAL PRICE QUOTED) WOULD ALLOW STREAM PLAYBACK, VOICETRACK PRODUCTION AND NETWORK RECORDING TO ALL CONTINUE IN THE EVENT OF ONE WORKSTATION FAILURE.

3.1.5.4 Outputs shall be available as both AES/EBU digital and balanced +4dBu standards

RCS RESPONSE: Comply

Please note that our bid also includes rack-mount breakout boxes with XLR terminations for audio inputs and outputs.



3.1.5.5 Workstations shall have 8 GPI inputs

RCS RESPONSE: Comply. Each Broadcast Tools ADMS 44.22 audio switcher being bid (please reference section 3.1.3.3.1) provides (16) sixteen general purpose parallel input ports that can read both external switch closures and TTL/CMOS level input signals.

3.1.5.5.1 Status of inputs shall be programmable with regard to open/close status (programmable inversion of state)

RCS RESPONSE: An “on” may not be interpreted as an “off” or vice versa.

3.1.5.6 Workstations shall have 8 (eight) GPI outputs

RCS RESPONSE: Each Broadcast Tools ADMS 44.22 audio switcher being bid (please reference section 3.1.3.3.1) has (9) general purpose outputs.

3.1.5.6.1 GPI outputs can be open collector or dry contact

RCS RESPONSE: Each Broadcast Tools ADMS 44.22 audio switcher being bid (please reference section 3.1.3.3.1) has four normally open SPDT relays outputs.

3.1.6 Traffic

3.1.6.1 System will interface with existing traffic software currently in use at WVPB



RCS RESPONSE: RCS can input a schedule from a “flat file” such as a text file.

3.1.6.2 Current system is “Visual Traffic” a product of Marketron Broadcast Solutions 888-29-8878

RCS RESPONSE: It will be WVPB’s responsibility to obtain, install and configure any automation output software from Marketron to generate a “flat file”.

3.1.7 Training

3.1.7.1 Vendor shall provide training for operators

RCS RESPONSE: Comply. RCS Field Technical Services will develop a specific timeline and workflow with you in advance of on-site labor. Generally, while on-site RCS will:

- interface with existing traffic and promo scheduling systems
- verify correct overall system operation
- stage the cutover of each channel starting with the most automated ones
- provide training for each department’s staff

3.1.7.2 Training may be on-site or via web conference using remote machine access

RCS RESPONSE: RCS is bidding (10) ten days of on-site system checkout, commissioning and training including travel and living costs.

Optional Future Training: After initial on-site training, RCS can provide additional training in several pre-defined areas or develop a custom curriculum depending on your needs.

Examples of training topics include:

Traffic Training (4 hours)

The Traffic class was designed to address the specific needs of your traffic department. This class covers the process to integrate your current traffic scheduling application into Zetta and use Zetta features such as automatic traffic load, spot creation, traffic reporting and traffic validation to get the most out of your traffic scheduling software with a minimal amount of effort. The following topics are included in this



training:

- Navigation
- Configuring Traffic
- Settings
- Loading Traffic
- Verifying Traffic
- Reporting
- To Be Created
- Event Logs

On-Air Operations Training (8 hours)

This course was designed to give your board ops/on-air talent a kick start with Zetta operation. The On-Air Operations training will teach you how to create and modify production, use the Control Room and VoiceTRAC features as well as edit the station log and use the WANcasting feature to create and send voicetracks for a remote station.

The On-Air Operations class includes the following class topics:

- Navigation
- Production
- Control Room
- Log Editing
- VT
- WANcasting Overview
- AFC
- CDX

Music / Program Director Training (8 hours)

The Music/Program Director course focuses on creating and editing logs/clocks, loading music, using the reporting features as well as using WANcasting to remotely manage stations. It also covers the streaming abilities in Zetta, focusing on configuring and programming streaming station logs. The following topics are included in this course:

- Navigation
- Station Configuration
- Production
- Log/Clock Programming
- Music Load
- Reporting
- Streaming Overview
- WANcasting



IT / Engineering Training (16 hours)

The IT/Engineering course will bring your engineering staff up to speed on the abilities and configuration processes for Zetta. This includes audio and NIC drivers, Station configuration, Streaming, WANcasting, and Troubleshooting. The following topics are included in this training:

- Drivers and Settings
- Networking
- Play Device Configuration
- Advanced Station Configuration
- Streaming
- Complete WANcasting
- Troubleshooting

Training may be by Web, at your site or at RCS's training facilities. Pricing depends on the amount of training time required.

3.1.8 Support

3.1.8.1 Vendor shall provide 24/7 telephone technical support 365 days per year

RCS RESPONSE: Comply

3.1.8.2 Cost of technical support shall be included in the base price of the system.

RCS RESPONSE: Comply. The cost is included for the first year of operation.

3.1.9 Optional items Vendor shall offer pricing of the following options:

3.1.9.1 Additional workstations as a per unit price

RCS RESPONSE: Comply

3.1.9.2 Expanded storage capacity in 1 Terabyte segments

RCS RESPONSE: Because RCS configures server hard drives as RAID V with a hot spare, RCS cannot meaningfully provide pricing as stated. Alternately RCS can provide a price based on an exact storage capacity desired.



3.1.9.3 Dual monitor screens

RCS RESPONSE: Comply Please note that this price is for *the second monitor only* since the price for the first is already included.

3.1.9.4 Touch screens

RCS RESPONSE: Comply Please note that this price is *per touch screen*.

3.1.9.5 Different size screens with optional pricing

RCS RESPONSE: Because RCS users find dual monitors to be more advantageous than larger monitors, sizes other than our standard 21.5" are special order. RCS can provide a price based on an any size specified by WVEBA.

ADDENDUM REPSONSES

Answer 1. Network switches and cabling will be provided by west Virginia Public Broadcasting. The server and 2 workstations will be in 3 separate rooms. The optional workstation would be in a different facility as a backup system.

RCS RESPONSE: Understood

Answer 2. The server will utilize RAID 5 as a minimum. System shall be able to tolerate one drive failure and continue to operate.

RCS RESPONSE: Comply. In addition to the server's RAID 5, each workstation will have RAID 1. In the event of server (or network) failure, the workstations may play events pre-scheduled in the day's log from their local drive arrays using RCS's ECR. (Emergency Control Room) functionality.

Answer 3. My mistake on the server size. The server will have 5 terabytes of storage provided.

RCS RESPONSE: Comply

Answer 4. Installation will be provided by West Virginia Public Broadcasting. Integration requirement refers to the system as a whole being assembled and tested-i.e. sound cards and other peripherals installed and tested prior to delivery. It is understood that networking is a facet that



West Virginia Public Broadcasting will address once the equipment is received.

RCS RESPONSE: Five days of on-site system checkout and training is included in our response per section 3.1.7.2 above.

Answer 5. The Cat5 cabling and installation will be provided by West Virginia Public Broadcasting.

RCS RESPONSE: Understood

Answer 6. A preprocessing utility for FLAC files is acceptable. The intent is to avoid any utility that has not been tested and deemed acceptable by the vendor.

RCS RESPONSE: FLAC is not currently supported by RCS.

Answer 7. One year shall be sufficient, with renewal capability.

RCS RESPONSE: Comply

Please contact us with any questions that are developed as our bid response is evaluated.

Best Regards,

A handwritten signature in black ink that reads "Criss Onan".

Criss Onan
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