



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 8

List View

### General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 433008

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0439

Vendor ID: VS0000014891 

SO Doc ID: EBA1800000009

Legal Name: Crispin

Published Date: 3/23/18

Alias/DBA: Crispin

Close Date: 4/11/18

Total Bid: \$224,971.75

Close Time: 13:30

Response Date: 04/06/2018 

Status: Closed

Response Time: 11:39

Solicitation Description: AUTOMATION SWITCHER FOR MASTER CONTROL

Apply Default Values to Commodity Lines

View Procurement Folder



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

State of West Virginia  
Solicitation Response

Proc Folder : 433008

Solicitation Description : AUTOMATION SWITCHER FOR MASTER CONTROL

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-04-11 13:30:00	SR 0439 ESR04021800000004489	1

**VENDOR**

VS0000014891

Crispin

Crispin

Solicitation Number: CRFQ 0439 EBA1800000009

Total Bid : \$224,971.75

Response Date: 2018-04-06

Response Time: 11:39:44

**Comments:** Thank you for reviewing the Crispin and Harmonic proposal for West Virginia PBS. Crispin is providing a proposal for Crispin automation with Harmonic video servers. Crispin will be the reseller for the Harmonic servers. We have included a proposal, drawing, compliance matrix and 5 supplemental documents with this proposal. Please see the compliance matrix for a line-by-line response of all mandatory items. When reviewing all proposals, please see total cost of ownership over 4 years. Crispin provides 4 years of support AND 4 years of hardware warranty on the Crispin system. We hope to do business with WVPBS soon.  
Thank you,  
Jill Hopkins  
Account Manager  
Crispin Corporation

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
(304) 558-2063  
michelle.l.childers@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	MASTER CONTROL AUTOMATION & PLAYOUT SERVER	1.00000	EA	\$224,971.750000	\$224,971.75

Comm Code	Manufacturer	Specification	Model #
32150000			

Extended Description :	All inclusive price for Master Control Automation & Payout Server including training and commissioning.
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**Comments:** Crispin Automation System, reselling Harmonic Video Servers

## End User Quotation / Purchase Agreement



PROPOSAL NUMBER

JH180328\_WVPB

PROPOSAL DATE

3/28/2018

### Crispin Corporation

600 Wade Avenue  
Raleigh, NC 27605

Proposal Valid for 30 days

SOLD TO Attn: Tom Belcher  
West Virginia Public Broadcasting

Phone:(304) 254-7843

SHIP TO Attn: Tom Belcher  
West Virginia Public Broadcasting

Phone: (304) 254-7843

Requested Delivery Date:

Shipping Method: FedEx Ground

Special Remarks: Sales tax and freight, if applicable, will be added at time of shipment

Crispin hereby quotes to West Virginia Public Broadcasting the following:

PART #	QTY	PRODUCT DESCRIPTION	UNIT PRICE	EXTENDED
		Crispin Automation Package with Harmonic Video Servers		
		Crispin Software		
		Device Control Software		
SW:4800 REAL-TIME DEV:4803 Srv-12-S	1	Device Server 12 Port Real-time Control Software..-Includes EventServer	\$24,700.00	\$24,700.00
		Playlist Control Software		

SW:4300 ON- AIR:4301 RPX 2000	2	RapidPlay X2000 Program Control Application - Professional Edition. One EventServer connection or one primary/backup pair of EventServer connections...Includes TurboBrowser Professional Edition	\$9,000.00	\$18,000.00
SW:4300 ON- AIR:4303 RPX2K- PgmCH	3	Program Playback Channel for RapidPlayX... Includes Mapper Rules for a single playlist / dublist / purge list	\$2,500.00	\$7,500.00
		Database Software		
SW:4200 MED/MGMT:4221 AssetBase-S	1	AssetBase 2000 Media Management Software ..Base Software - site license..- includes Database Sync and cue points	\$12,000.00	\$12,000.00
SW:4200 MED/MGMT:4203 ClipCopX	1	ClipCopX Video Server Management Interface... Content Copy and Transfer between video servers	\$9,000.00	\$9,000.00
		Redundancy Software		
SW:5000 ADTL SYS CMPT:5011	1	System Monitor - Auto Failover Software	\$8,000.00	\$8,000.00
SW:5000 ADTL SYS CMPT:5012	1	WarmSpare AssetBase - Active Standby Mode	\$4,000.00	\$4,000.00
		Software SubTotal		\$83,200.00
		36.0% Discount		-\$29,952.00
		SubTotal		\$53,248.00

		Traffic and Ingest Software		
SW:4900 TRAFFIC SYS INT:4910	1	BXF 3.0 Compliant Crispin Interface - can be used instead of or in addition to Mapper. Includes Live Logging. Includes up to 4 channels. Single Traffic Database.	\$14,995.00	\$14,995.00
SW:4100 MEDIA ACQ:4105 RecordSched	1	RecordScheduler Sat Record Channel and Application, includes one channel of traffic conversion for satellite record schedule.	\$4,500.00	\$4,500.00
SW:4100 MEDIA ACQ:4102 Dubber2000	1	Dubber Media Acquisition and Prep Application - Base Package	\$5,300.00	\$5,300.00
		SubTotal		\$24,795.00
		75.0% Discount		-\$18,596.25
		SubTotal		\$6,198.75
		New Customer Software - Discounted 100%		
SW:4200 MED/MGMT:4240	1	Database and Metadata conversion and transfer - supported by all API supported video servers	\$15,000.00	\$15,000.00
SW:4200 MED/MGMT:4286	1	Gap Auto Fill	\$9,995.00	\$9,995.00
SW:4200 MED/MGMT:4231	1	DigiPrep - Media Prep Software. Add-on; requires either base or enterprise edition of AssetBase and customer-provided transcode solution.	\$15,000.00	\$15,000.00

		SubTotal		\$39,995.00
		100.0% Discount		-\$39,995.00
		SubTotal		\$0.00
		Crispin Hardware		
		Device Control Hardware		
CMP:SERVER:PTS21R	1	3x500GB HD in RAID-1 +1 hot standby configuration, 8-core Intel Xeon 2.1Ghz 20MB CPU, 8GB RAM, redundant hot-swappable power supplies, Windows 7 Embedded.	\$7,500.00	\$7,500.00
CMP:SERVER:PTS21	1	Single 500GB HD, 8-core Intel Xeon 2.1Ghz 20MB CPU, 8GB RAM, redundant hot-swappable power supplies, Windows 7 Embedded.	\$6,500.00	\$6,500.00
CMP:3400 CTLCRD:3411	1	DeviceMaster RTS 16-Port RJ45	\$3,000.00	\$3,000.00
CMP:3400 CTLCRD:3403 USB TC	2	USB LTC Reader	\$850.00	\$1,700.00
		Playlist Control Hardware		
CMP:SERVER:PTW20	2	Single 500GB HD, 8-core Intel Xeon 1.7Ghz 20MB CPU, 8GB RAM, redundant hot-swappable power supplies, Windows 7 Embedded.	\$6,000.00	\$12,000.00



		Database Hardware - with DigiPrep Hard Drive Space		
CMP:SERVER:PTS21R	1	3x500GB HD in RAID-1 +1 hot standby configuration, 8-core Intel Xeon 2.1Ghz 20MB CPU, 8GB RAM, redundant hot-swappable power supplies, Windows 7 Embedded.	\$7,500.00	\$7,500.00
CMP:3500 DRVE:3515	3	Upgrade Hard Drive to 2TB (one upgrade required for each drive)	\$250.00	\$750.00
		Ingest / Database Redundancy Hardware		
CMP:SERVER:PTS21	1	Single 500GB HD, 8-core Intel Xeon 2.1Ghz 20MB CPU, 8GB RAM, redundant hot-swappable power supplies, Windows 7 Embedded.	\$6,500.00	\$6,500.00
		SubTotal		\$45,450.00
		20.0% PBS Discount		-\$9,090.00
		SubTotal		\$36,360.00
		Crispin Services		
SVC:1200 ONSITE:1205	1	First Day - System Commissioning -includes expenses for travel to the 48 contiguous states and D.C. Customer changes resulting in additional expenses will be billed separately, at cost	\$2,800.00	\$2,800.00

SVC:1200 ONSITE:1201 SysCom	4	System Commissioning - Per day charge, additional days - includes travel to the 48 contiguous states and D.C. Customer changes resulting in additional expenses will be billed separately, at cost.	\$2,100.00	\$8,400.00
SVC:1200 ONSITE:1205	1	First Day - System Commissioning -includes expenses for travel to the 48 contiguous states and D.C. Customer changes resulting in additional expenses with be billed separately, at cost	\$2,800.00	\$2,800.00
SVC:1200 ONSITE:1201 SysCom	4	System Commissioning - Per day charge, additional days - includes travel to the 48 contiguous states and D.C. Customer changes resulting in additional expenses will be billed separately, at cost.	\$2,100.00	\$8,400.00
SVC:1400 SUPT:1406	1	"Crispin 4 Life" Hardware Warranty Extension. Crispin 4 Life provides three (3) additional years of hardware warranty on Crispin manufactured hardware. Customer is required to provide access for remote diagnostics through a VPN or other secure Internet connection.	\$0.00	\$0.00
SVC:1400 SUPT:1405	1	"Crispin 4 Life" Is included with all Crispin systems. Crispin 4 Life provides four (4) years of 24/7/365 support for the system including phone support, e-mail support, remote diagnostics, bug fixes, and driver updates. Support for customer elective changes (new traffic system, facility move, etc.) is not included under this service plan, and would billed at the prevailing rate. Customer is required to provide access for remote diagnostics through a VPN or other secure Internet connection.	\$0.00	\$0.00
		SubTotal		\$22,400.00

		Crispin Total		\$118,206.75
EOV:800 Harmonic	1	<p>Spectrum Server Replacement: Primary Server: 1 x MediaCenter 2200B, 2 x Spectrum X I/O</p> <p>SPECTRUM X MCP-22XXB HW AND FW ATO MODEL</p> <p>12x 4-TB HDDs for the MCP-2200B MediaCenter chassis.</p> <p>MediaCenter 2200B chassis holds 12x HDDs, dual SASconnection to MSS-7200, dual 10GE Copper NIC</p> <p>Spectrum X chassis with 2x SDI I/O cards (up to 4 channels) with dual 10GE Copper NIC</p> <p>License for HD support with U/D/X converter for 1 channel</p> <p>AVC Play license for 1 channel</p> <p>CABLE;ASSY;HD-SUB BREAKOUT;FULL;SPECTRUM-X, 1 meter</p> <p>Spare 4-TB SAS HDD for Spectrum MediaCenter 2200b and Spectrum X</p>	\$98,765.00	\$98,765.00
EOV:800 Harmonic	1	SystemManager with LCD display and keyboard	\$4,000.00	\$4,000.00

EOV:800 Harmonic	1	<p>Commissioning and Training</p> <p>SYSTEM CHECK-OUT, TEST AND COMMISSIONING SERVICE. 2 days maximum. Inclusive of standard local / domestic travel and expenses. Services may include: expertise in the setup, test and operation of the products purchased from Harmonic, AFTER installation by the customer. Service Description Document available at: <a href="https://harmonicinc.box.com/v/SCTC-2-US">https://harmonicinc.box.com/v/SCTC-2-US</a> (for customers in the US) or <a href="https://harmonicinc.box.com/v/SCTC-2-INTL">https://harmonicinc.box.com/v/SCTC-2-INTL</a> (for customers outside of US)</p>	\$4,000.00	\$4,000.00
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EOV:800 Harmonic	1	<p>Harmonic Video Servers are covered by the Harmonic Hardware and Software Warranty:</p> <p>Hardware Warranty. Seller warrants that any Seller Hardware will substantially conform with Seller's published specifications for such Product under normal use and service. For a period of one (1) year from the date of shipment, Seller will either: (i) repair Products that do not conform with Seller's specifications; or (ii) supply, at no charge to Buyer, and at Seller's option, either new or refurbished replacement parts or new or refurbished Seller Hardware to replace Seller Hardware or parts that do not substantially conform with Seller's specifications.</p> <p>Software Warranty. Seller warrants that Seller Software will for a period of ninety (90) days from delivery perform substantially in accordance with Seller's specifications in effect on the date of delivery. During the warranty period Seller will, at Seller's option, use commercially reasonable efforts to correct material, service-limiting errors detected in Seller Software, or provide a reasonable workaround, after receiving written notification from Buyer of such errors. This warranty is void if failure is the result of accident, alteration or the introduction or use with software or hardware not authorized by Seller. Seller does not warrant that the operation of any Software Product will be uninterrupted or error free.</p>	\$0.00	\$0.00
		Harmonic Total		\$106,765.00
		Harmonic and Crispin Grand Total		\$224,971.75
		Optional Items		

EOV:800 Harmonic	1	<p>Potential Trade-In Credit for Harmonic Video Server (shown for illustrative purposes only, will be applied to the System Grand Total remaining balance when the trade-in is received.)</p> <p>Harmonic Trade-In Credit</p> <p>MCP-2101 MediaDirector is eligible for \$10,000 trade-in credit with the purchase of a new MCP-2200B MediaCenter according to the following terms. The MCP- 2101 must be received at Harmonic within 4 months of the shipment of the new MediaDirector. Trade-in credit is given at the time Harmonic receives the returned unit. This trade-in offer is in effect for purchases made before the end of the current calendar year.</p> <p>T-MIP-3003-MIP-9000-00H MIP-3003 MediaPort is eligible for \$2,500 trade-in creditwith the purchase of a new Spectrumx MIP-9000-00H model according to the following terms. The MIP-3003 must be received at Harmonic within 4 months of the shipment of the new MediaPort. Trade-in credit is given at the time Harmonic receives the returned unit. This trade-in offer is in effect for purchases made before the end of the current calendar year.</p> <p>T-MIP-4010-MIP-9000-00H MIP-4010 MediaPort is eligible for \$2,500 trade-in credit with the purchase of a new Spectrumx MIP-9000-00H model according to the following terms. The MIP-4010 must be received at Harmonic within 4 months of the shipment of the new MediaPort. Trade-in credit is given at the time Harmonic receives the returned unit. This trade-in offer is in effect for purchases made before theend of the current calendar year.</p> <p>T-MIP-1003A-MIP-9000-MDM MIP-1003A MediaPort is eligible for \$5,000 trade-in creditwith the purchase of a new Spectrumx MIP-9000 MDM</p>	-\$20,000.00	-\$20,000.00
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		<p>model according to the following terms. The MIP-1003A must be received at Harmonic within 4 months of the shipment of the new MediaPort. Trade-in credit is given at the time Harmonic receives the returned unit. This trade-in offer is in effect for purchases made before the end of the current calendar year.</p>		
		<p>Trade-in credit is given at the time Harmonic receives the returned unit(s). This trade-in offer is in effect for purchases made before the end of the current calendar year.</p>		

EOV:800 Harmonic	1	<p>MediaDeck mode software license. Enables MediaDirector software of Spectrum X chassis with internal storage for filesystem access.</p> <p>4x 4-TB HDDs for the Spectrum X MIP-9000 chassis.</p> <p>Spectrum X chassis with 2x SDI I/O cards (up to 4 channels) with dual 10GE Copper NIC.</p> <p>License for HD support with U/D/X converter for 1 channel.</p> <p>AVC Play license for 1 channel.</p> <p>Master Control (Live Input) license for one channel.</p> <p>License for basic graphics capability (4 graphics layers) for 1 channel.</p> <p>On-board Emergency Alert System support for Spectrum X, per channel</p> <p>CABLE;ASSY;HD-SUB BREAKOUT;FULL;SPECTRUM-X, 1 meter</p> <p>TNG-CP-AUTH-2-SITE At the completion of this course, students will learn how to use ClipTool and FXTool for previewing graphic templates, and PreviewTool for previewing program sequences.</p> <p>SPECTRUM X FW LICENSE ONLY ATO MODEL</p> <p>Master Control (Live Input) license for one channel.</p> <p>License for basic graphics capability (4 graphics layers) for 1 channel.</p> <p>On-board Emergency Alert System support for Spectrum X, per channel</p>	\$76,670.00	\$76,670.00
GRAND TOTAL			\$224,971.75	



### PURCHASE AGREEMENT ACCEPTANCE

By signing below, Company hereby orders and agrees to purchase and/or license the Products from Crispin on the terms and conditions set forth in this End User Quotation/Purchase Agreement. The terms and conditions set forth throughout this End User Quotation/Purchase Agreement, and the terms and conditions contained in any appendices attached to it, will, when accepted by Crispin, form an Agreement between the parties. This Agreement is not binding upon Crispin until Crispin's written acceptance of it in the space provided below or by Crispin's performance hereunder. This document may be construed as an offer or an acceptance of an offer. If it is construed as an offer, then the offer expressly limits acceptance to its terms and conditions and constitutes notice of objection to any additional or different terms in the acceptance so as to preclude the inclusion of any additional or different terms in any resulting agreement. If it is construed as an acceptance, then acceptance is conditioned on Company's assent to any additional or different terms set forth in it

Company  
By: \_\_\_\_\_  
(Authorized Signature)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ Date: \_\_\_\_\_

Crispin  
By: \_\_\_\_\_  
(Authorized Signature)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Crispin Corporation**  
**End User Quotation / Sales Agreement**  
**Standard Terms and Conditions**

**ARTICLE 1.0 - CERTIFICATION:** Company certifies that it will purchase Products only as a bonafide end user, for its own internal use, and except for used Products, will not resell same, unless otherwise provided in this Agreement.

**ARTICLE 2.0 - PREVAILING TERMS AND CONDITIONS:** Except in the event of Crispin financing of the Products hereunder, the terms and conditions of this Agreement, and the terms and conditions contained in any Appendices to this Agreement, together form the entire agreement between the parties. Any terms or conditions contained in any Company purchase order, request for quotation, acceptance or other purchasing documents concerning Products which are inconsistent with, different from or in addition to the terms and conditions of this Agreement are void.

**ARTICLE 3.0 - PRICES AND PAYMENT:** Company will pay Crispin those prices indicated in this Agreement for Products.

Pending Sony credit approval, the following payment terms apply:

1<sup>st</sup> Invoice: Down payment consisting of:

- 50% of price for Crispin branded equipment and software due not later than (5) business days after execution of this Agreement by both parties. Company understands and acknowledges that upon receipt of this payment Crispin will begin procurement of materials and products for fulfillment of this Agreement.
- 100% Shipping / Handling costs - Company may provide its shipping account number or cost will be included in the 1<sup>st</sup> invoice.
- 100% of price for non-Crispin equipment, services and software.

2<sup>nd</sup> Invoice: Upon shipment of Products by Crispin:

- 50% of price for Crispin branded equipment and software; payment due net 30 days after shipment.

3<sup>rd</sup>/Final Invoice: Services

- Commissioning and Training services are invoiced weekly as services are completed and are due upon receipt.

\* Credit Card payments of \$1,500 or greater will incur a 4% processing charge.

**ARTICLE 4.0 - TRANSPORTATION COSTS:** Unless otherwise provided in this Agreement, the prices for Products indicated in this Agreement exclude all transportation costs, including, but not limited to, freight, insurance and special handling and packaging, and Crispin will prepay these costs and invoice them to Company.

**ARTICLE 5.0 - TAXES:** The prices for Products indicated in this Agreement exclude all taxes, including, but not limited to, sales, excise or use taxes. Company shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement, except for taxes based on Crispin's net income. Crispin will invoice Company for any of these taxes Crispin is legally obligated to collect from Company.

**ARTICLE 6.0 - FINANCE CHARGE/COSTS OF COLLECTION:** If Company fails to pay Crispin for Products when due, then, in addition to any other remedies available to Crispin under this Agreement or allowed by law for that default, Company will pay Crispin an additional monthly financing charge equal to the lesser of: (a) one and one-half percent (1.5%); or, (b) the maximum monthly interest rate allowed by law; of any amounts past due, chargeable during each month that payment remains outstanding and Crispin's reasonable expenses of collection, including, but not limited to, attorneys' and experts fees and court costs.

**ARTICLE 7.0 - DELIVERY:** All delivery dates for Products indicated in this Agreement are estimates given for reference only and Crispin will use reasonable efforts to meet them. Company will not be excused from its obligation to pay for Products when finally delivered or from any of its other obligations hereunder. However, if Crispin delays delivery of Products by more than sixty (60) days after the estimated delivery date, then Company may, as its sole remedy, cancel any Company order for Products to the extent not previously fulfilled by giving Crispin notice within ten (10) days, and neither party will be liable to the other for damages resulting from that cancellation.

**ARTICLE 8.0 - METHODS AND POINT OF DELIVERY:** Unless otherwise provided in this Agreement, Crispin will choose the carrier for shipping Products, and all shipments of Products to Company will be from F.O.B. a Crispin U.S. warehouse.

**ARTICLE 9.0 - TITLE AND RISK OF LOSS:** Title (except with respect to software, where title remains with the licensor) and risk of loss of or damages to any Products will pass to Company upon Crispin's delivery of them to the carrier. All claims for damage to or loss of Products must be made by Company directly to the carrier or the insurance company (as may be the case).

**ARTICLE 10.0 - FORCE MAJEURE:** Each party will be excused from any default in its obligations under this Agreement, other than the payment of money due, resulting from any act or event beyond its reasonable control or responsibility, including, but not limited to, acts of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, lockout, labor disturbance, national defense requirement, governmental action, law, ordinance, rule or regulation, whether valid or invalid, inability to obtain or curtailment of electricity or other types of energy, raw material, labor, component products or transportation, failure of normal sources of supply, or any similar or different contingency which would make performance or timely performance commercially impracticable. The party relying on any of these acts or events of force majeure must give the other notice thereof promptly after it becomes known to that party. If any of these acts or events of force majeure exceed sixty (60) continuous or cumulative days, then either party may, as its sole remedy, cancel this Agreement to the extent not previously fulfilled by giving the other notice, and neither party will be

liable to the other for damages resulting from that cancellation.

**ARTICLE 11.0 - LIMITED WARRANTY:** Crispin warrants all Crispin manufactured products to be free from defects in material and workmanship for the period indicated on the face page hereof. With respect to non-Crispin manufactured products, Crispin will assign to Company the applicable manufacturer's warranty.

EXCEPT FOR THE FOREGOING WARRANTIES, CRISPIN HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312 (3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE RESPECTING PRODUCTS IS EXPRESSLY EXCLUDED. CRISPIN HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT PRODUCTS ARE COMPATIBLE WITH ANY COMBINATION OF NON-CRISPIN PRODUCTS COMPANY MAY CHOOSE TO CONNECT TO PRODUCTS.

**ARTICLE 12.0 - LIMITATION OF LIABILITY:** THE LIABILITY OF CRISPIN, IF ANY, AND COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER UNDER THIS AGREEMENT, REGARDLESS OF LEGAL THEORY, WILL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THOSE PRODUCTS WITH RESPECT TO WHICH SUCH CLAIM IS MADE. UNDER NO CIRCUMSTANCES WILL CRISPIN BE LIABLE TO COMPANY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATIVE TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR COMPENSATION, REIMBURSEMENT OR LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, COST OF CAPITAL, OR FOR ANY OTHER REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO THE CLAIMS OF ANY THIRD PARTY. This limitation of liability will in no way affect Company's right to seek appropriate relief at law arising from or incident to any death, personal injury or tangible property damage to the extent caused by Crispin's negligence, willful misconduct or strict liability in tort with respect to Products.

**ARTICLE 13.0 DEFAULTS:** If Company is in default of any of the terms or conditions of this Agreement or any other agreement with Crispin, Crispin may suspend further performance under this Agreement.

**ARTICLE 14.0 - TRADEMARKS:** Company acknowledges the validity of Crispin's tradenames and trademarks appearing on Products, and Company will have no right to or interest in any trademarks or tradenames owned, used or claimed now or in the future by Crispin.

**ARTICLE 15.0 - NOTICES:** Any notice given under this Agreement will be deemed to be sufficiently given when sent in writing by certified or registered mail or by other rapid form of transmission where receipt is acknowledged to the parties at their respective addresses set forth herein or as those addresses may be subsequently changed by giving notice. The date of mailing or transmission of any notice hereunder will be deemed the date on which that notice has been given.

**ARTICLE 16.0 - EXPORT:** Company will not export any Products or related technology or software in violation of applicable U.S. laws and regulations. Company will be responsible for obtaining any required export licenses for Products.

**17.0 - ASSIGNMENT:** Company may not assign any of its rights or delegate any of its duties or obligations under this Agreement without Crispin's prior written consent, which consent will not be unreasonably delayed or withheld. Any assignment or delegation hereof by Company without Crispin's consent will be deemed void.

**ARTICLE 18.0 - WAIVER:** Either party's waiver of the other's default in its obligations under any term or condition of this Agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.

**ARTICLE 19.0 - REMEDIES:** Each specific right or remedy accorded either party under this Agreement will not be exclusive but cumulative of all other rights and remedies accorded that party hereunder or allowed by law therefor.

**ARTICLE 20.0 - INVALIDITY:** If any term or condition of this Agreement is held invalid or unenforceable by any court, in whole or in part, that term or condition will be construed and enforced to the greatest extent possible and the validity of the remaining terms and conditions will not be affected thereby.

**ARTICLE 21.0 - CHOICE OF LAW:** This Agreement will be construed and enforced in accordance with the laws of the State of North Carolina, without reference to its conflicts of law principles. Any action or suit under this Agreement or otherwise arising from the relationship between the parties will only be brought in the federal or state court with appropriate jurisdiction over the subject matter hereof established and sitting in the State of North Carolina. The parties consent to the jurisdiction and venue as stated herein and waive and will not raise any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like not consistent with the above provisions in any action or suit arising hereunder..

**ARTICLE 22.0 - SOFTWARE:** All software furnished hereunder is provided subject to the terms and conditions of the Crispin Master Software License Agreement, the terms of which are incorporated herein and made a part hereof.

**ARTICLE 23.0 - Proprietary and Confidential:** The prices, terms and conditions of this Agreement are considered confidential and proprietary to Crispin. Accordingly, Company agrees that it shall not disclose such information to any other party nor use such information for any purpose other than evaluation of Crispin's products and services.

**ARTICLE 24.0 - ENTIRE AGREEMENT:** This Agreement, which comprises any Appendices hereto and the Crispin Master Software License Agreement,

constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes terminates and otherwise voids any and all prior written and/or oral agreements between the parties with respect to Products. There are no warranties, representations, or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. This Agreement may be modified only by a written instrument signed by both parties making specific reference hereto.

## **Spectrum Servers & Crispin Automation**

### **Primary Server**

1 MediaCenter Providing 2000 Hours of Storage at 25Mb/s,  
2 Spectrum X Servers Providing 3 HD Record, 1 SD Record, & 4 HD/SD Play DV/MPEG-2  
with UDX & Simulcast (4-Layers Branding, MCS, & EAS Support Optional)

### **Optional Secondary Server**

1 Spectrum X Standalone Providing 550 Hours of Storage at 25Mb/s & 4 HD/SD Play DV/MPEG-2 with 4-Layers Branding, MCS, EAS, UDX & Simulcast

### **SystemManager**

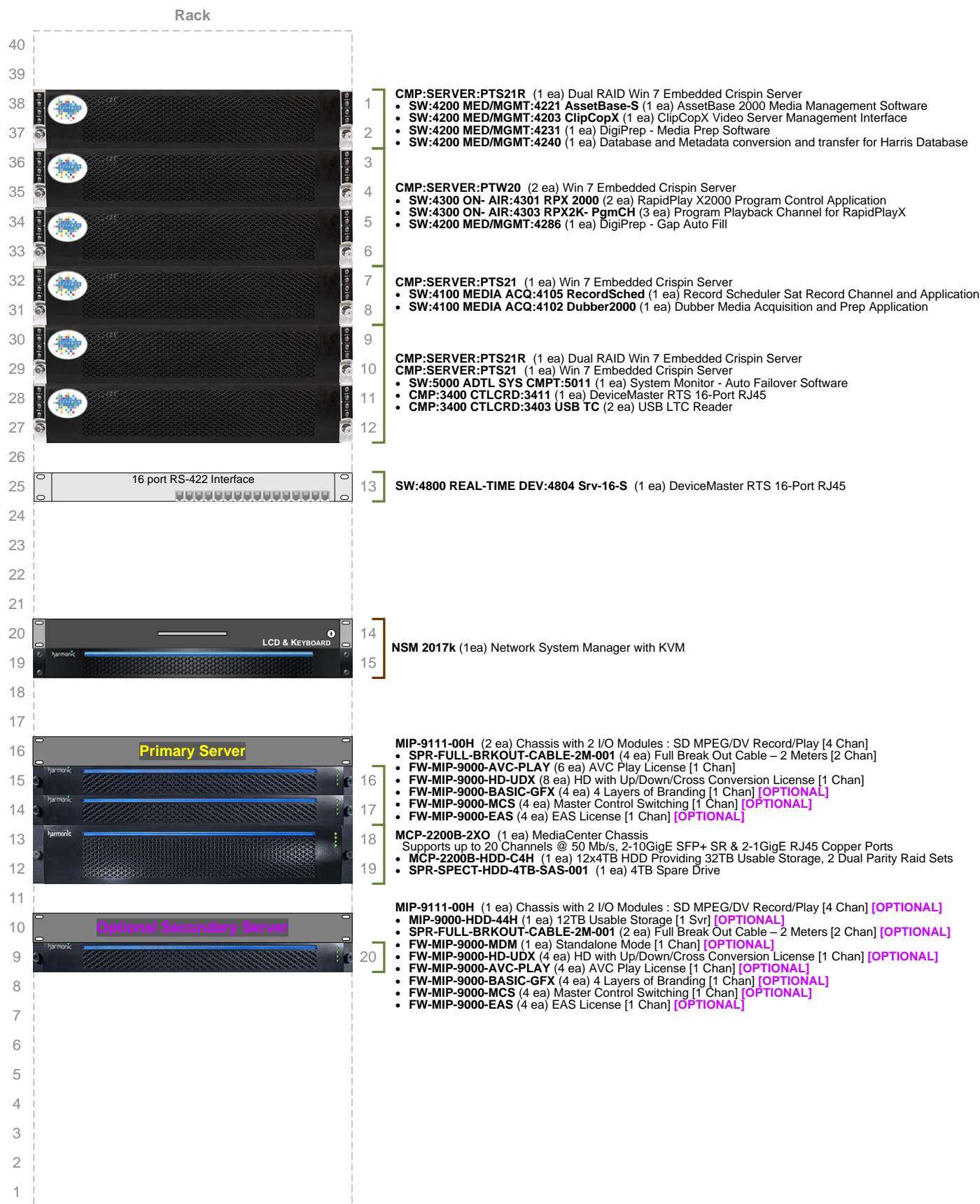
1 SystemManager Server With KVM Providing Setup & Management

**Revision 0**

**Date: March 30, 2018**

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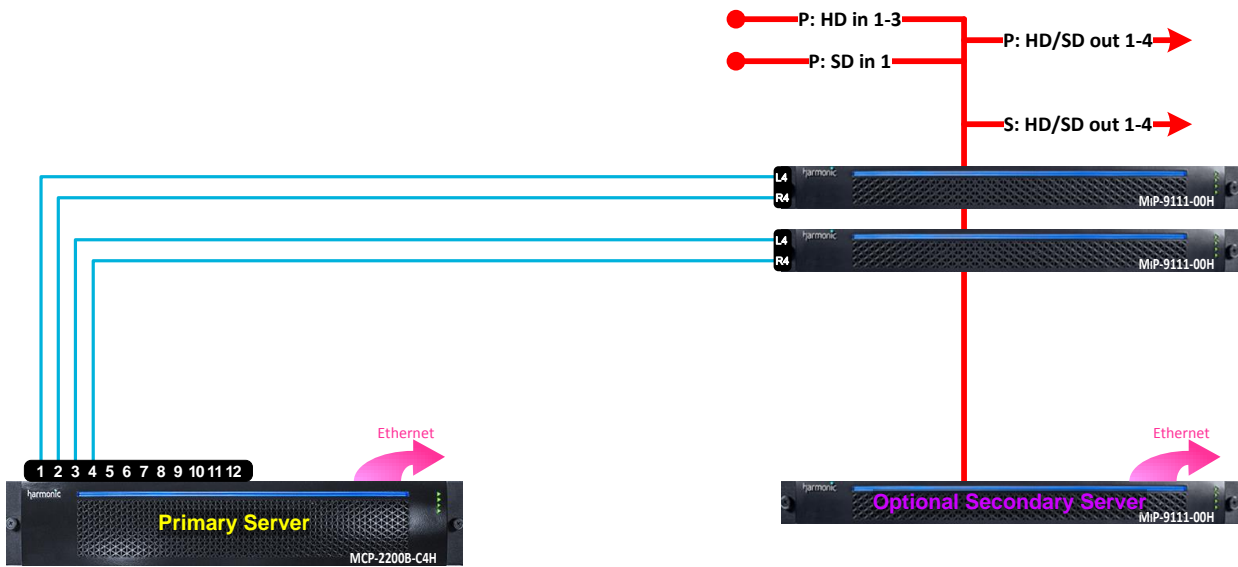






Notes: This drawing is intended to promote understanding of Harmonic Products and how it can be configured. It is not intended to be a complete engineering drawing.

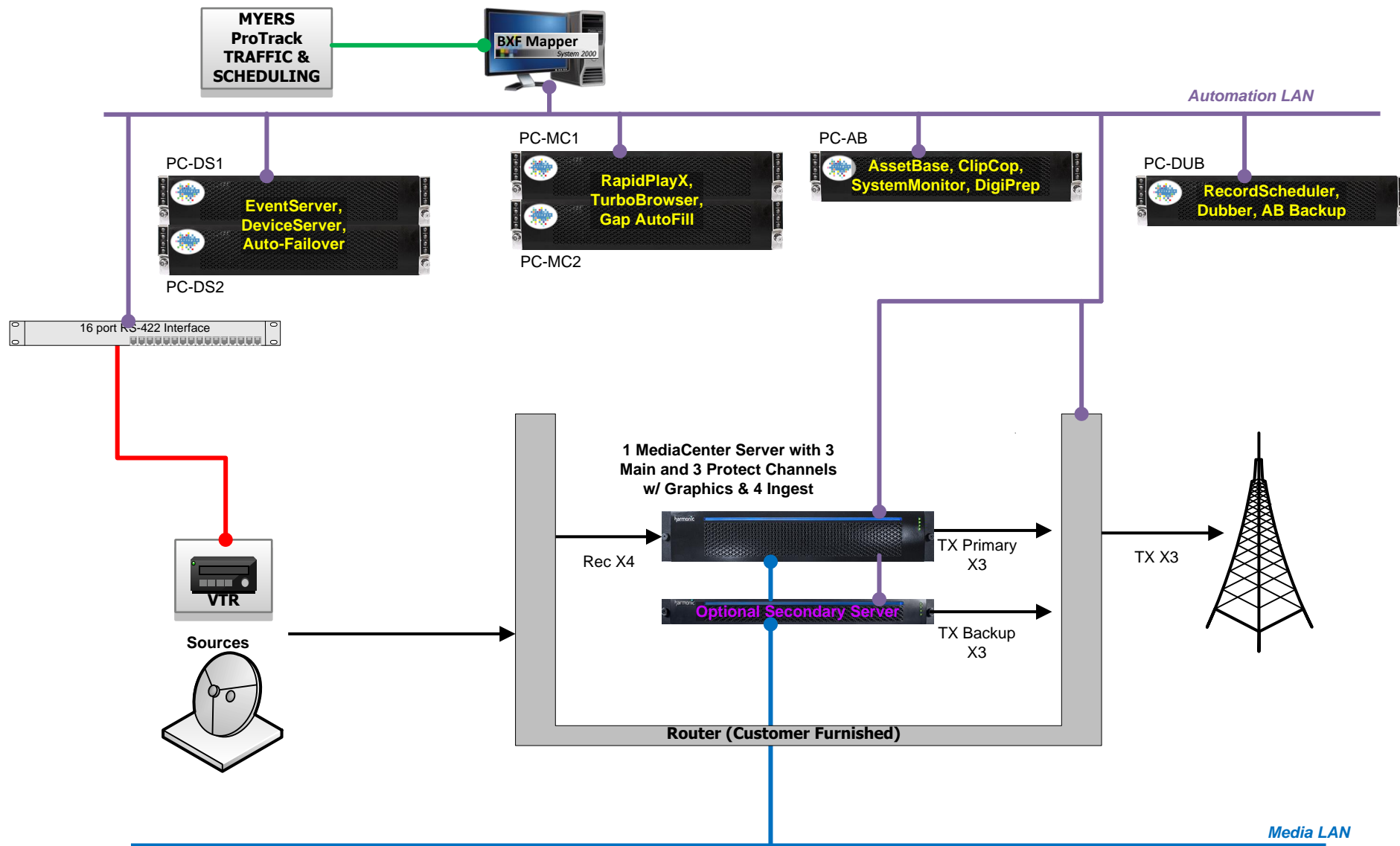


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Notes						Key	
Format: MXF OP1a XDCamHD 25 with 6 channels 24-bit audio File Transfers: 2 x 10GigE RJ45 ports providing up to 240 MB/s of FTP						HDSDI/SDI	
						Ethernet	
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Key	
Serial Control	<span style="color: red;">—</span>
Media LAN	<span style="color: blue;">—</span>
Automation LAN	<span style="color: purple;">—</span>
Traffic LAN	<span style="color: green;">—</span>
SDI	<span style="color: black;">—</span>





Section	Requirement	Crispin / Harmonic Support	Comments
<b>3. Qualifications</b>			
<b>3.1</b>	Venders must be an authorized reseller of the contract items.	Yes	Crispin is an authorized reseller of Harmonic Video Servers
<b>4. General Requirements</b>			
<b>4.1</b>	<b>Mandatory Contract Item Requirements:</b> Contract Item must meet or exceed the mandatory requirements listed below	Understood	
<b>4.2</b>	All Contract items shall have a minimum one-year parts and labor warranty. Warranty shall cover replacement of defective or broken components	yes	
<b>4.2.1 Television Automation System</b>			
<b>4.2.1.1</b>	System must support West Virginia Public Broadcasting's current three (3) television broadcast channels which include two (2) high definition and 1 standard definition video streams	Yes	
<b>4.2.1.1.1</b>	System must be licensed for all West Virginia Public Broadcasting's broadcast channels	Yes	

<b>4.2.1.1.2</b>	System must be able to support more future channels if necessary	Yes	Future channels can easily be added on whenever needed.
<b>4.2.1.2</b>	System must have capability of interfacing with RS-422 serial controlled devices	Yes	
<b>4.2.1.2.1</b>	Maximum number of devices will be 16	Yes	Additional devices can be added at any time for a nominal fee for license and remote support time.
<b>4.2.1.2.2</b>	Minimum number of devices will be 4	Yes	Crispin is providing 12 devices with this system.
<b>4.2.1.2.3</b>	Devices will include Panasonic and Sony VTR's	Yes	
<b>4.2.1.2.3.1</b>	Panasonic AJ-D950, AJ-HD1800	Yes	
<b>4.2.1.2.3.2</b>	Sony HDW-M2000	Yes	
<b>4.2.1.3</b>	System must be compatible with external video routers manufactured by AJA, Blackmagic Design, Ensemble Designs, Ross Video, Imagine Communications, Utah Scientific, and brands supporting Grass Valley Native Protocol or equal. (Must be able to communicate with a broadcast router).	Partial	Crispin controls Ross, Imagine, Utah and Grass Valley Routers
<b>4.2.1.3.1</b>	System must come with all necessary drivers required to interface with and control a broadcast router	Yes	

<b>4.2.1.3.2</b>	System must integrate with West Virginia Public Broadcasting's, Ross MC1 System	Yes	
<b>4.2.1.3.3</b>	System must be able to key in and key out logos stored on the Ross MC1 system	Yes	
<b>4.2.1.4</b>	Servers running the automation must be redundant	Yes	There is a Primary and Backup DeviceServer, a Primary and Backup Database and backup software and 2 locations for the Master Control playlist. The system has full redundancy.
<b>4.2.1.4.1</b>	Must have auto failover	Yes	The Crispin auto-failover process allows the station to stay on the air if a failure of the primary DeviceServer computer fails. The system automatically fails over to the backup DeviceServer computer and the playlist continues to run as scheduled with no user-intervention needed. There is no mandatory time-frame for swapping back to the primary DeviceServer computer, that is at user discretion.
<b>4.2.1.5</b>	System must have capability of viewing low resolution clips from the playout server listed in this spec, either from within the automation software or by an external application.	Yes	We provide DigiPrep, which uses the <b>customer-provided transcoder.</b>
<b>4.2.1.6</b>	Automation system must be able to fill gaps in playlist programming from a list of evergreen material	Yes	Crispin's Gap Auto-Fill will automatically fill in gaps of time in the playlist with evergreen material designated previously by WVPBS.
<b>4.2.1.7</b>	System must be able to trim clips existing on the playout server mentioned in this specification (4.2.2), for on air playback preparation	Yes	

<b>4.2.1.8</b>	System must be compatible with JL Cooper control panels	Yes	
<b>4.2.1.9</b>	System must keep an AsRun log	Yes	
<b>4.2.1.10</b>	System must include conversion of West Virginia Public Broadcasting's current automation database into systems new automation database. Awarded vender is responsible for conversion of database as part of commissioning.	Yes	Crispin has a proprietary system that converts the Harris database data to the Crispin database.
<b>4.2.1.10.1</b>	Current database is for West Virginia Public Broadcasting's, Harris ADC automation and exists on SQL 2012	Yes	Crispin writes the data from the Harris database to the Crispin database AND the Harmonic servers. This data includes description, in and out marks and segment data. Writing this data to the video server keeps Crispin from being database dependent.
<b>4.2.1.11</b>	System must come with all databases needed for its operation and storage of its metadata associated with playback content	Yes	
<b>4.2.1.12</b>	System must support autoloading of record lists	Yes	Crispin autoloads playlists and recordlists. These can be manually overridden by a user loading a list.
<b>4.2.1.13</b>	System must integrate as BXF to West Virginia Public Broadcasting's current traffic software which is Myers Protrack	Yes	Crispin is very comfortable with Protrack's BXF interface. Ours was the first BXF interface created for Protrack.
<b>4.2.1.13.1</b>	Vender does not need to supply the BXF interface. West Virginia Public Broadcasting has the BXF	Yes	

	module from Myers Protrack.		
<b>4.2.1.14</b>	System must be able to accept playlist and record list files from West Virginia Public Broadcasting's Protrack System	Yes	
<b>4.2.1.15</b>	System must support live logging.	Understood	Crispin supports Live Logging
<b>4.2.1.16</b>	System must read LTC (Linear Timecode)	Yes	Crispin is providing USB timecode readers with both DeviceServer computers.
<b>4.2.1.17</b>	System must run on Microsoft Windows 7 operating system or newer, or Microsoft Windows Server 2012 operating system or newer.	Yes	Crispin runs on a custom, embedded Windows 7 platform
<b>4.2.1.17.1</b>	OS versions may be Embedded or non-embedded	Understood	
<b>4.2.1.18</b>	Must have the ability for manual intervention and manual adjustments of on-air playlists and record lists	Yes	
<b>4.2.1.19</b>	System must be capable of 24-7 operations with minimal downtime.	Yes	
<b>4.2.1.20</b>	WVPB will be responsible for mounting of equipment, supplying power, adding equipment to IP network and all necessary cabling for systems. We will perform as much pre-setup as	Understood	

	possible by the vender's guidance. Venders guidance shall include phone, email and documentation.		
<b>4.2.2 Payout and Ingest Server</b>			
<b>4.2.2.1</b>	System must support West Virginia Public Broadcasting's current three (3) television broadcast channels which include two (2) high definition and 1 standard definition video streams.	Yes	The Harmonic Proposal includes mirrored 3 payout channels and 1 preview channel. All channels have the ability up, down and cross convert content to the wanted format.
<b>4.2.2.2</b>	System must have the ability to check status and health of itself through a computer running Microsoft Windows 7 or newer, a graphical user interface on another Windows based computer or through an accessible web page interface.	Yes	SystemManager allow engineers to monitor the health of the system with ability send email based on the severity of SNMP traps.
<b>4.2.2.2.1</b>	Must have capabilities to report issues & errors of itself via email, SNMP or both.	Yes	
<b>4.2.2.3.2</b>	System must support HD-SDI and SDI video with embedded audio.	Yes	
<b>4.2.2.3.1</b>	Connections to the SDI ports must be BNC or mini-BNC.	Yes	Mini-BNC. Mini-BNC-to-BNC adaptors not provided

<b>4.2.2.3.2</b>	If equipment uses another connector, vender must supply adaptors for each connector to convert to BNC	Understand	
<b>4.2.2.4</b>	System must have a minimum of 16TB of playout / ingest storage	Yes	Initial server supports 32TB of usable storage on primary server
<b>4.2.2.4.1</b>	Storage must be expandable to 48TB, or greater	Yes	Storage on primary server is expandable to an additional 32TB to 64TB usable
<b>4.2.2.4.2</b>	Storage must be configured in RAID5, or better for redundancy and performance	Partially	Primary server supports RAID6 or dual parity per RAID set. Secondary server supports RAID4.
<b>4.2.2.4.2.1</b>	A proprietary RAID is acceptable, so long as it meets or exceeds the RAID5 standard.	Yes	Harmonic provides the world's most robust software RAID technology for media.
<b>4.2.2.4.3</b>	Storage must be hot swappable.	Yes	
<b>4.2.2.5</b>	System must have a minimum of 4 and a maximum of 8 playout ports.	Yes	Initial configuration support 4 redundant playout ports. Primary Server can support up to 20 channels with additional Spectrum X servers. Additional servers may be provided for secondary channels as needed.
<b>4.2.2.6</b>	System must have a minimum of 4 and a maximum of 8 ingest ports.	Yes	Initial configuration support 4 ingest ports. Primary Server can support up to 20 channels with additional Spectrum X servers.
<b>4.2.2.6.1</b>	Playout & Ingest servers/players do not need to be redundant.	Understand	Proposal provides redundant playout channels.
<b>4.2.2.7</b>	System must support Close Captions.	Yes	
<b>4.2.2.8</b>	Video Server must be upgradeable to support SMPTE 2022-6	Yes	2022-6 supported today, support for 2110 and 2022-7 is on product roadmap.

<b>4.2.2.9</b>	System must accept genlock.	Yes	
<b>4.2.2.9.1</b>	Must provide genlock input supporting SD (Bi-level) or HD (Tri-level) reference signals.	Yes	Analog black burst.
<b>4.2.2.10</b>	System must have ability to adjust playout and ingest bitrates.	Yes	Spectrum supports a wide variety of bitrate and codecs. The primary server proposal provides 1000Mb/s bandwidth allocated for ingest and playout. Additional bandwidth may be provided through the purchase of additional storage. The secondary server can also support a wide range of bitrates. Please engage Harmonic for anything beyond 4 channels at 50Mb/s.
<b>4.2.2.11</b>	<p>System must support West Virginia Public Broadcasting's current broadcast file standard for playback. Files are currently played back on an Omneon Spectrum system.</p> <p>File Type: MXF OPIA          Bitrate: 24Mbps          Video Encoding: MPEG2 Long GOP          Video Format: 1920x1080i @ 29.97          Audio Encoding: AIFF          Bits/Sample: 24          Channels: 4 (2 audio channels per file in stereo)</p>	Yes	
<b>4.2.2.11.1</b>	Broadcast file storage must be contained in a single directory.	Yes	
<b>4.2.2.11.1.1</b>	System must be able to receive files from West Virginia Public Broadcasting's, PBS NRT system.	Yes	Spectrum has been tested with PBS file formats.



<b>4.2.2.11.1.2</b>	System must be able to receive files from the upcoming PBS, V6 system.	Yes	Spectrum has been tested with PBS file formats.
<b>4.2.2.11.1.3</b>	Must be accessible by common file access protocols including, but not limited to FTP and SMB.	Yes	
<b>4.2.2.11.2</b>	System must offer a seamless transition between clip playback while also maintaining closed caption and broadcast metadata.	Yes	
<b>4.2.2.12</b>	System must come with all power supplies and power cables necessary for operation.	Yes	
<b>4.2.2.12.1</b>	Power supplies must be redundant.	Yes	
<b>4.2.2.13</b>	Must be compatible with external video routers manufactured by AJA, Blackmagic Design, Ensemble Designs, Ross Video, Imagine Communications, Utah Scientific, and brands supporting Grass Valley® Native Protocol or equal. (Must be able to integrate with a broadcast router).	Yes	Interface to video routers is assumed to be HD/SDI, support for SMPTE 2022-6, for 2110 and 2022-7 is on product roadmap. Control of Spectrum server is supported via API or RS-422; proposed Crispin automation will use Spectrum API.
<b>4.2.2.14</b>	System must be capable of 24-7 operations with minimal downtime.	Yes	
<b>4.2.2.15</b>	WVPB will be responsible for mounting of equipment, supplying	Understood	Harmonic and Crispin assume that equipment mounting, power, networking and baseband cabling will be complete prior

	power, adding equipment to IP network and all necessary cabling for systems. We will perform as much pre-setup as possible by the vender's guidance.		to start of commissioning, which will be performed by Harmonic and Crispin, respectfully.
<b>4.2.3 Commissioning and Training</b>			
<b>4.2.3.1</b>	The automation system and playout server must include a minimum of 5 days onsite commissioning, and a maximum of 10 days onsite commissioning at West Virginia Public broadcasting's NOC located at 124 Industrial Park Road, Beaver, WV 25813	Understood	Crispin Commissioning is 5 days. Server commissioning is 2 days, please see services description in attached file Harmonic SCTC-2_US.pdf for a complete description of commissioning services.
4.2.3.2	The automation system and playout server must include a minimum of 3 days onsite training, and a maximum of 5 days onsite training at West Virginia Public broadcasting's NOC located at 124 Industrial Park Road, Beaver, WV 25813	Understood	Crispin has included 5 days of onsite training, which also can be used as on-air support during that week. Harmonic has included multiple training options for WVPB's consideration: Given WVPB staff's familiarity with Spectrum servers, they are invited to witness and participate in the commissioning activity as a method of 'over the shoulder' training by our Field Services personnel at no charge. Additionally, we have included an option for a 2-day on-site graphics authoring training for a group, should WVPB elect to purchase the Spectrum X on-board graphics capability. Many additional options exist for Harmonic training classes which include both on-site and web-based delivery. See here for additional details: <a href="https://www.harmonicinc.com/service-support/educational-services/">https://www.harmonicinc.com/service-support/educational-services/</a>
4.2.3.3	All travel related expenses such as food and lodging	Understood	

	must be included in the vendor's bid amount.		
<b>5 Contract Award</b>			
<b>5.1</b>	<b>Contract Award:</b> 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.	Understood	
<b>6.2</b>	<b>Pricing Page:</b> Vendor should complete the Pricing Pages by providing unit price for each bid item and multiplying it by the estimated quantity to provide a total for each bid item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in the Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing pages to prevent errors in the evaluation. Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). If unable to respond online, Vendor	Understood	

	<p>must submit their Pricing Pages with their submitted bid prior to the scheduled bid opening date. Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service website. If respondign with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and the total price for each line item.</p>		
6.3	<p>Vendor should include with their bid a copy of any Hardware/Software Terms and Conditions that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. <b><u>This information will be required before Purchase Order is issued.</u></b> Any product brochures to support vendor's product should be submitted with vendor's bid response. These brochures and any supporting documentation may be required before award of contract.</p>	Understood	

6.4	All shipping and handling cost must be included in the price of equipment	Understood	
<b>6 Payment</b>			
6.1	<b>Payment:</b> Vender shall accept payment in accordance with the payment procedures of the State of West Virginia.	Understood	
<b>7 Delivery and Returns</b>			
7.1	<b>Shipment and Delivery:</b> Vender 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 30 working days after receiving a purchase order or notice to proceed. Contract items must be delivered to Agency at: West Virginia Public Broadcasting 124 Industrial Park Road Beaver, WV 25813	Understood	
7.2	<b>Late Delivery:</b> 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	Understood	

	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.		
7.3	<b>Delivery Payment/Risk of Loss:</b> Vender shall deliver the Contract Items F.O.B. destination to the Agency's location.	Understood	
7.4	<b>Return of Unacceptable Items:</b> If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to the Vendor at the 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.	Understood	

7.5	<b>Return Due to Agency Error:</b> 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 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.	Understood	
<b>8 Vender Default</b>			
8.1	The following shall be considered a vendor default under this Contract.	Understood	
8.1.1	Failure to provide Contract Items in accordance with the requirements contained herein.	Understood	
8.1.2	Failure to comply with other specifications and requirements contained herein.	Understood	
8.1.3	Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.	Understood	

<b>8.1.4</b>	Failure to remedy deficient performace upon request.	Understood	
<b>8.2</b>	The following remedies shall be available to the Agency upon default.	Understood	
<b>8.2.1</b>	Immediate cancellation of the contract	Understood	
<b>8.2.2</b>	Immediate cancellation of one or more release orders issued under this Contract	Understood	
<b>8.2.3</b>	Any other remedies available in law or equity.	Understood	



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## 1. Solution Overview

The Harmonic Spectrum™ family of video servers is the most widely adopted in the world. Since its launch in 2000, well over 50,000 channels of ingest / playout capability have shipped. Staff at West Virginia Public Broadcasting are familiar with the Spectrum server's features reliability given that the currently-installed system is Spectrum, and we are pleased to propose the latest release of this highly successful product for your application.

The proposed media server system is composed of:

Primary Server: One Spectrum MediaCenter™ server configured with 12 x 4TB HDDs providing a usable capacity of 32 TB or about 2000 hours of storage at the 25Mbps LGOP file format defined in WVPB's RFP/ The MediaCenter is configured with dual 10GigE copper connections for transfer of media files on to or off of the server. Housed in a 2RU chassis, MediaCenter combines storage and file management in a compact footprint that boasts dual power supplies and can support up to 20 input / output channels (as-proposed I/O described below). The MediaCenter also provides dual SAS interfaces allowing for additional storage, such as a MediaStore 7200 series expansion chassis, to be added at any future time.

Our server configuration can also support an on-board graphics capability which delivers true channel-in-a-box capabilities that can reduce the complexity of your broadcast chain by allowing up to four graphics layers on each output channel. Please Note: Since a graphics overlay capability is not included as a requirement in your RFQ, we have identified this feature (and training for same) as OPTIONS in our response.

I/O Ports: 2) SpectrumX™ I/O modules each providing 4) HD/SDI ports for a total of 8) I/O ports are proposed for the MediaCenter server. Each channel can be configured as either input or output. For purposes of this proposal, we have assumed that these ports are configured as 4 ingest ports and 3 (primary service) output ports, although that configuration can be changed over time.

OPTIONAL Backup Server: 1) SpectrumX module operating in standalone mode is also included to support a main and backup capability. This Spectrum X module's I/O capacity is identical to the two that are nominally supporting primary workflows (4 HD/SDI ports) PLUS it is configured with on-board storage capacity of 550 hours of storage of 25Mbps content. This server and associated automation support (JILL PLEASE CONFIRM) is included for your consideration to support parallel ingest, or main/backup playout of the primary services.

System Manager: our proposal includes and Updated System Manager installation including replacement server, display and keyboard.

Harmonic On site Commissioning. Once the Harmonic equipment is physically installed at the site, Harmonic Field Service personnel will power up and configure the Harmonic equipment and

perform functional verification testing. Our proposal includes 2 days of on site Field Service activity. Additional details are described in the attached document Harmonic\_SCTC-2-US.pdf (System Checkout, Test and Commissioning Service Description)

As-proposed, the server system is configured for HD/SDI input and output but the system hardware is ready today to support the all-IP signal paths toward which the video industry is heading. SMPTE 2022-6 is already supported on these products and support for SMPTE 2110 and 2022-7 is on the product development roadmap. The system can be migrated with a simple license upgrade. The server will support a mix of SDI and IP input/output so WVPB can transition over time and operate both SDI and IP signal flows in parallel on the new system.

Our proposal includes an offer of price reductions for trade-in of your current Harmonic system components including your current Media Server with its 1000-, 3000- and 4000-Series MediaPorts.

We invite you to come see these products at the NAB show at the Las Vegas Convention Center, April 9-12, 2018.

## 2. Detailed Description

From the established market leader in video server and storage technologies, Harmonic's Spectrum™X media server family provides the ideal platform for producers and television professionals to streamline their operation and implement file-based workflows. Spectrum X servers are used by broadcasters worldwide to support efficient tapeless television operations, while ensuring maximum reliability and flexibility. Broadcasters of all sizes have deployed Spectrum X systems to achieve a range of objectives including migration from SD to HD, moving from tape to tapeless workflows, expansion of multichannel operations and simplifying playout operations with channel in a box solutions that integrates discrete branding and switching functionality.

By combining expertise in broadcast media technologies with the best practices of information technology, SpectrumX delivers cost-effective, open and flexible media servers that meet the demanding requirements of broadcast environments. The Spectrum family of servers has been so successful in part because of its open architecture and the ease of integration with control applications. The Spectrum video server proposed herein by is the most widely used video server family in the world with an established track record of supporting mission critical on-air video services. Control APIs have been written to by virtually all transmission and production control applications available in the market.

### Ecosystems Benefits & Unique Differentiators

The Spectrum media server system is designed around a modular architecture that allows for maximum configuration flexibility and adaptability to future changes. Every system can be precisely tailored to each customer's unique requirements, and new channels, more storage —

even more system bandwidth — can be added at any time. In many cases, these upgrades and additions can be performed on a system without taking it off the air.

The highly scalable Spectrum X system is ideal for a wide range of applications, including:

- Transmission, live studio production and news production
- Small facilities requiring just a few channels to the largest transmission and production environments
- International broadcasters with multiple language requirements
- CIAB workflows

Spectrum X server flexibility starts with the broadest support for multiple video formats and file wrappers. Users can choose the components that match their requirements, rather than having to adjust to a limited selection of video formats. In addition to broad media format support, MPEG, DV, AVC, 3G, UHD etc., Spectrum X servers support a wide range of powerful media processing features needed across many different types of facilities, including:

- Back-to-back playback of clips of different formats
- Playback of SD and HD clips on the same timeline
- Available up/down/cross conversion
- Up to 96 channels of audio per video clip, and API-based track stacking for multi-language applications
- Aspect ratio signaling to downstream equipment
- Full VBI and VANC support
- On-board subtitle insertion
- Internal Master Control Switcher
- Built In Branding
- Audio Language Manipulation
- Video-over-IP input and output
- UHD playback with branding and live source switching and cross conversion between HD and UHD.

Spectrum X is built on standard off the shelf hardware and based on a unique real-time Linux operating system. As all features are based on software licenses keys, customers can add features and functionality as the business needs grow and change. Being software based allows Harmonic to adapt and add codecs and workflows as the market needs also change.

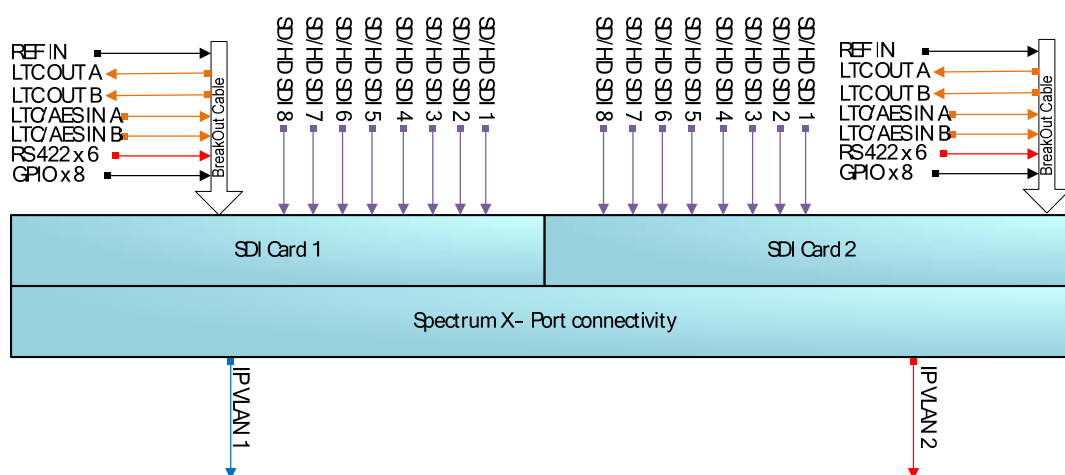
Spectrum X servers are built on years of un-paralleled reliability, designed for 24/7 365-day operation. Dual hot swappable components and intelligent software RAID bring near 99.999% uptime.

## Spectrum X modules details

Spectrum X servers can be supplied in several variants ranging from a simple I/O module (MIP-9000) for interface to other Spectrum family server components that supply storage, control and file system management to a fully self-contained version with on-board storage and graphics capability. Features are turned up using a simple software licensing scheme so the physical SpectrumX hardware can be repurposed over time into any of the variants to support changing demands. This approach allows Harmonic to design the most cost effective and flexible solution for the customer. All Spectrum X systems use identical software, I/O connectivity, and control options. The models mainly differ in their scalability, storage and on-board graphics capacity.

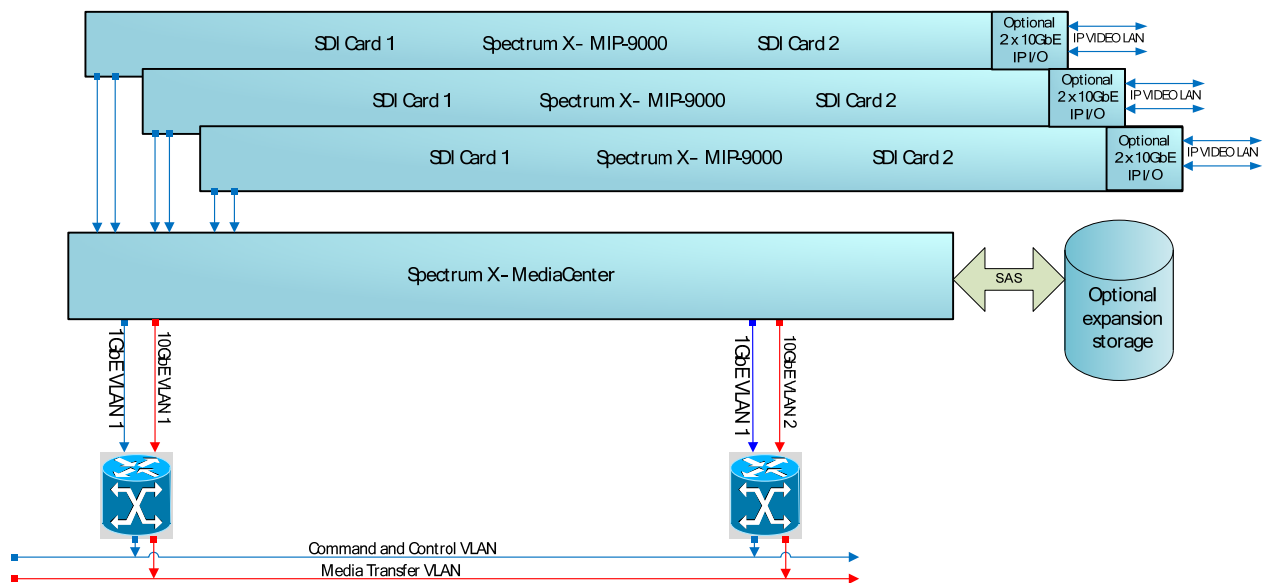
### *Spectrum X detailed port diagram*

Whether in standalone or MIP-9000 port mode the connectivity and I/O is as shown below. Either one or two SDI cards are available and provide the following connectivity.



### *Spectrum <sup>TM</sup>X MediaCenter(Proposed for the WVPB's application)*

Spectrum X MediaCenter builds on the Spectrum X modules by adding increased scalability. The MediaCenter is a 2RU unit with internal storage and CPU. The MIP-9000 servers, (Spectrum X units without drives), are then added externally to support scaling up to 20 record or playout channels. External storage expansion options are now available to increase the flexibility of the MediaCenter.



## Spectrum X™ I/O Interfaces

Spectrum X modules are equipped with a wide range of interfaces for connecting to and being controlled by external equipment. These connections include Ethernet network, SD/HD SDI, GPIO, audio voice over, timecode and reference.

### Network Interfaces

Spectrum X MediaCenters support two 1GbE network interfaces for command and control as well as two 10GbE connections for file system access via CIFS, AFP and FTP. The 10GbE connections are available in copper or fibre variants. Additionally, each MediaCenter has ten private Ethernet ports for connection to the external Spectrum X MediaPorts (MIP-9000).

### SDI Interfaces

Each Spectrum X SDI card contains eight mini DIN connectors. In standard mode, each card is two independent channels; the first four are for channel A, the second four for channel B. The designation of these connectors depends on the licensed features and workflow requirements.

### GPIO

The optional breakout cable can also supply up to eight GPIO's that can be divided up between the two channels on each SDI card. Uses range from simple player control to control of the onboard graphics and switcher.

### Reference

The simple version of the breakout cable includes a full-sized BNC for supplying reference Black and Burst to each card. It is recommended that VITC be included on the signal for full frame accurate API player control.

### *Timecode*

The simple version of the breakout cable also includes four full-sized BNC connectors. In simple playout and/or record these support LTC in and LTC out for each channel on the SDI card.

### *Audio Voice Over*

The simple version of the breakout cable also includes four full-sized BNC connectors. When using the onboard graphics with “Live Voice Over”, these support AES audio input, one BNC for each channel on the SDI card.

### *Serial RS422*

The optional breakout cable can include either one or six RS422 control inputs. RS422 will be required for control by legacy automation systems that do not use the API.

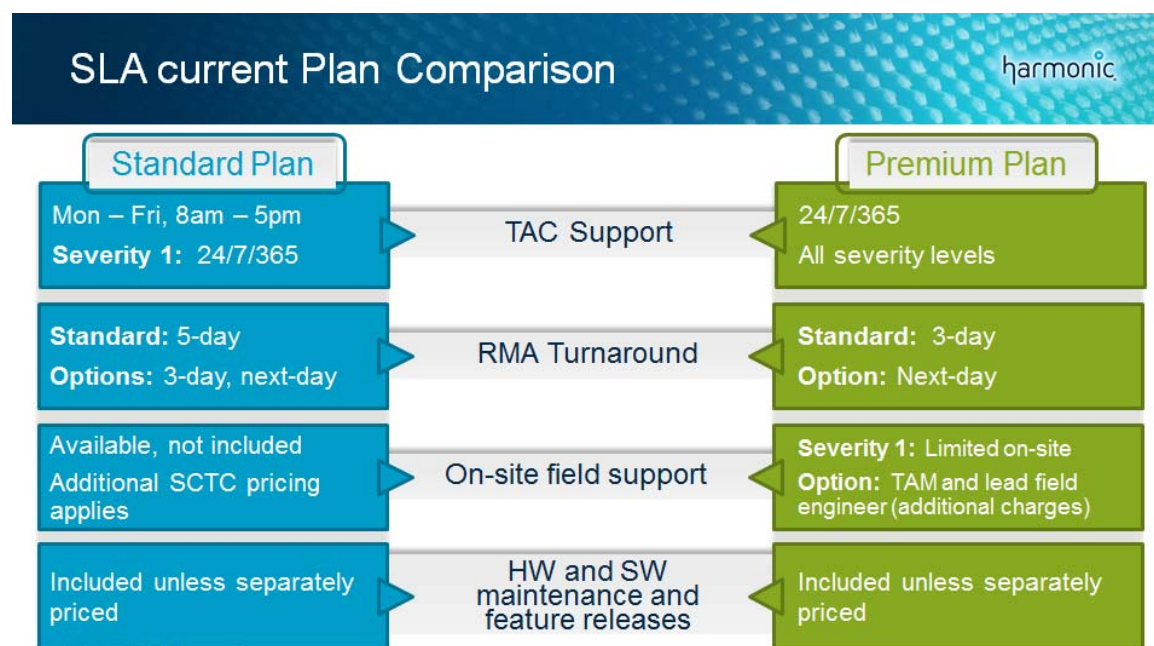
### 3. Service and Support

Harmonic hardware products such as those contained in the proposal, are provided with a one year warranty, terms of which are described in the attached file [Harmonic Warranty Statement\\_Dec2016.pdf](#)

#### Service Level Agreements:

Harmonic Customer Care Service Level Agreements raise the bar for world-class service and support. Designed to provide a consistently superior service and support experience, the plans encompass all Harmonic products and technologies, delivering peace of mind by ensuring the ongoing performance of your Harmonic video infrastructure systems. Harmonic SLAs are centered on the exacting requirements of content creators, broadcasters and service providers. They are available in two pre-bundled levels: **Standard and Premium**. Certain support parameters, such as RMA turnaround times, are customizable, allowing the plans to cover a wide spectrum of support needs for all system environments and customer requirements.

#### Customer Care SLA Highlights



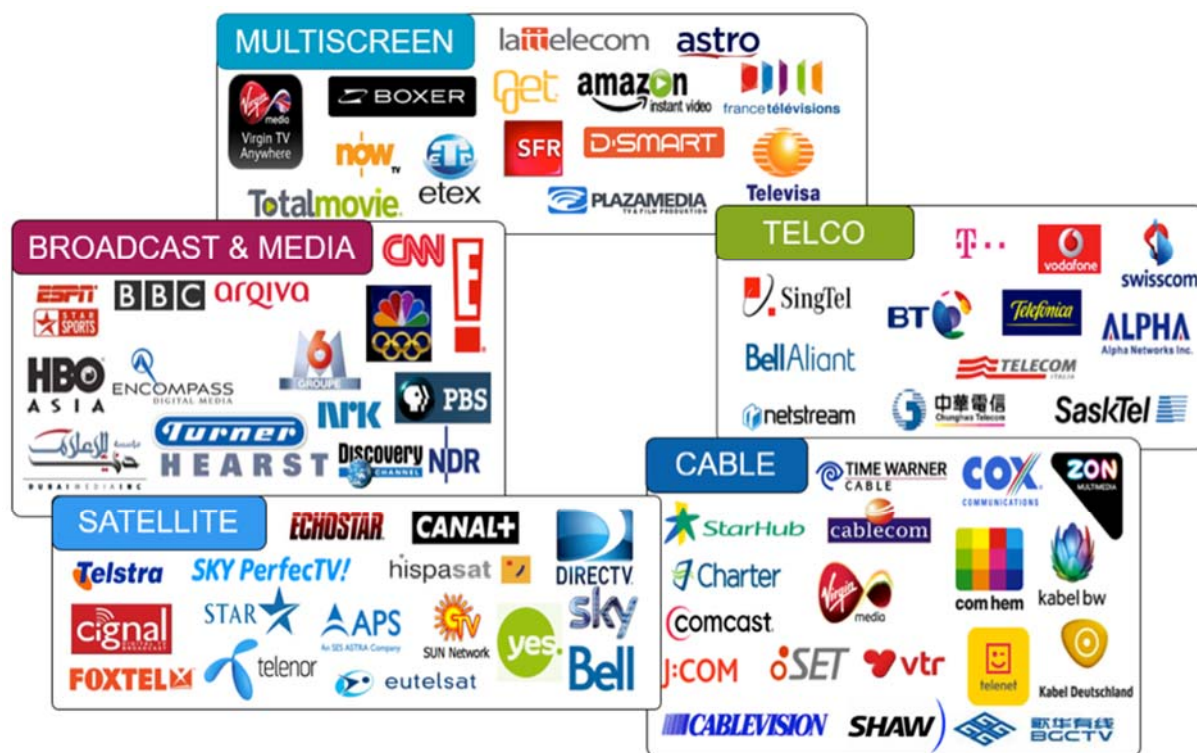
Please also see additional information included with the RFP response:

[Datasheet- OneCare SLA.pdf](#)



## 4. About Harmonic

Harmonic (NASDAQ: HLIT) is headquartered in San Jose, California, with R&D, sales and support centers worldwide. The company's customers, including each of the top 20 Fortune 2000 media companies, choose Harmonic to enable their video delivery services in virtually every country. Harmonic has over 1300 employees in locations around the globe, including over 450 dedicated to R&D activities. With annual revenue of over \$358 million in 2017, Harmonic is the largest pure-play video infrastructure company in the world and our exclusive focus on video has established us as the right choice for these customers:



## 5. Industry Recognition

Harmonic holds over 50 technology patents in the United States and other countries, and has won numerous industry awards. Recent awards include:

- 2017 Streaming Media Readers' Choice Award: Best Video Optimization Solution - EyeQ Content-Aware Video Compression
- 2017 BTR Diamond Technology Reviews Winner: Best Video Processing Solution - EyeQ Content-Aware Video Compression
- 2017 SCTE 2017 Technology Innovation Awards: Best Digital Processing Solution - EyeQ Content-Aware Video Compression
- The Connies 2017 Award: Video Technology Hero - Harmonic Cloud-Native VOS Cloud and VOS 360
- Cablefax 2017 Tech Awards: Best Cloud Solution - VOS Cloud & VOS 360
- 2016 TV Technology Product Innovation Award
- Fierce Innovation Award 2016 - Telecom Edition Winner
- TVB Awards 2016 - Multiplatform Production & Delivery for the NASA UHD TV
- 2016 Cable Spotlight Product of the Year
- 2016 BTR Diamond Technology Reviews: VOS 360, VOS Cloud and ViBE 4K
- 2016 TVB Europe Best of Show: VOS 360 Cloud Media Processing Service
- 2016 IABM Award for Design & Innovation: VOS 360 Cloud Media Processing Service
- 2016 Videonet Connected TV Video Technology Hero Award
- 2015 CSI Awards Best Satellite Contribution/Distribution/Transmission Solution Ellipse 3202 Contribution Encoder
- 2015 CSI Awards Best Cloud/Virtualization Innovation Highly Commended: VOS Virtualized Media Processing Platform
- 2015 IABM Design & Innovation Award Payout & Delivery Systems: Spectrum X Advanced Media Server System
- 2015 Broadband Technology Report, 4 Diamond Rating: Electra X Advanced Media Processor
- 2015 Broadband Technology Report, 4 Diamond Rating ProView 7100 Integrated Receiver-Decoder
- 2015 Broadband Technology Report, 3 Diamond Rating: Ellipse 3202 Contribution Encoder
- 2015 Videonet Connected TV Award for Outstanding Achievement in TV: Harmonic IP Video to All Screens Solution
- 2015 Videonet Connected TV Award Multiscreen & Streaming Prize: Harmonic IP Video to All Screens Solution
- 2015 Videonet Connected TV Video Technology Hero Award: VOS Virtualized Media Processing Platform
- 2015 Cable Spotlight Product of the Year: Electra X Advanced Media Processor
- 2015 Cable Spotlight Product of the Year: NSG Exo Distributed CCAP System
- SCTE 2015 Technology Innovation Award Best Broadband Network Transmission Solution Runner Up: NSG Exo Distributed CCAP System
- 2015 TV Technology **Best of Show (NAB)**: Spectrum X
- 2015 CIO Review 20 Most Promising Media & Entertainment Technology Solution Providers: Harmonic
- 2015 Broadcast Beat Innovation Award, Content Management: Polaris™ Payout Management

- 2015 Broadcast Beat Originality Award, Content Creation: ProView 7100 Integrated Receiver-Decoder
- 2015 TV Connect Awards Finalist ("shortlisted"): Best Multiscreen TV Solution: Harmonic with VOS
- Best Network Technology for IP TV & OTT TV: Harmonic with IP Video to All Screens Solution
- 2015 WTA Teleport Technology of the Year Award Finalist ("shortlisted"): Ellipse 3202
- 2015 Cablefax Tech Award Honorable Mention: Best New Product - NSG Exo
- IBC2014 Innovation Award - Content Delivery: ProMedia Package, Electra, and ProMedia Carbon were part of the winning project for Turner Sports, NBA League Pass
- 2014 CSI Magazine Award: Electra XVM
- 2014 CSI Magazine Award: NSG Exo
- 2014 TVB Europe Best of Show Award (IBC): Electra XVM
- 2014 Broadcast Beat Award - Content Delivery: Ellipse 3202
- 2014 Broadband Technology Report - 4.5 Diamond Rating: VOS
- 2014 Broadband Technology Report - 4.5 Diamond Rating: Electra XVM
- 2014 Broadband Technology Report - 4 Diamond Rating: ProView 8100
- 2014 Broadband Technology Report - 3.5 Diamond Rating and Honorable Mention: NSG EXO
- 2014 Multichannel News Innovator Award: NSG Exo
- 2014 TV Technology Magazine Best of Show (NAB): VOS
- 2014 TV Technology Magazine Best of Show (NAB): Electra XVM
- 2014 Studio Daily Prime Award Winner: MediaGrid
- 2013 Broadband Technology Report, 4.5 Diamond Rating — ProMedia Xpress
- 2013 Broadband Technology Report, 4.5 Diamond Rating — ProStream 9100 with ACE
- 2013 Broadband Technology Report, 3.5 Diamond Rating — NSG Pro
- 2013 NewBay Product Innovation Awards (Honorable Mention) — ProMedia Xpress
- 2012 TMC Cable Spotlight of the Year Award — NSG Pro
- 2012 Emmy Award — The Development and Commercialization for Digital Infrastructure for Local Cable Ad Insertion
- 2012 Communications Technology Platinum Awards, Digital Headend Equipment — ProStream 1000 with ACE
- 2012 Communications Technology Platinum Awards, Multi-Screen Video Solution or Deployment (fixed) — ProMedia Suite
- 2012 Broadband Technology Report, 4.5 Diamond Rating — ProStream 1000 with ACE
- 2012 Broadband Technology Report, 4.5 Diamond Rating — ProView 7100
- 2012 Broadband Technology Report, 3.5 Diamond Rating — Iris 2.0
- 2012 CSI Award, Best Mobile Technology or Service — ProMedia Suite
- 2012 TV Technology Europe STAR Award — ProMedia Xpress
- 2012 SCTE Technological Innovation Award, U.K. — ProMedia Suite, runner up in the 'Best digital processing solution' category
- 2012 TV Technology STAR Award — Spectrum ChannelPort
- 2012 Multichannel News 40 Under 40 Award - Tom Lattie
- 2012 Broadcast Engineering Excellence Awards - Runner Up Award for Crawford Media



## *Crispin Corporation*

### **Credit Application**

The electronic form below is editable, and information can be filled in directly into the form. Please note: The form must be fully completed and signed

#### **Instructions**

1. Please complete all necessary fields using Adobe Reader.
2. PRINT the form.
3. **SIGN** the form.
4. Fax or email the completed form to your Crispin Sales Manager, or Credit Department

#### **Helpful hints for using Fill-In forms:**

- Press TAB to move to the first editable field or checkbox
- Press TAB to accept the text entered and to go to the next field, or press SHIFT+TAB to accept the entered text and go to previous field. Or you can position the hand pointer inside a form field and click
- Checkboxes: Clicking the space bar will place or remove a check mark, or you can just click in the box



## CONFIDENTIAL CREDIT APPLICATION

Legal Name: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

Trade Styles (DBA, Trading As, etc.): \_\_\_\_\_

If Div. Or Sub., Name of Parent Co: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Website address (reference purposes only) \_\_\_\_\_

### NAMES OF PRINCIPAL OFFICERS, PARTNERS, OWNERS:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ % of Ownership: \_\_\_\_\_

Ext: \_\_\_\_\_ Cell: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ % of Ownership: \_\_\_\_\_

Ext: \_\_\_\_\_ Cell: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

#### Financial Contact

Name: \_\_\_\_\_ Title: \_\_\_\_\_ % of Ownership: \_\_\_\_\_

Ext: \_\_\_\_\_ Cell: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

### TYPE OF OWNERSHIP AND HISTORY:

☐ Corporation, State of \_\_\_\_\_ ☐ Sub Chapter S, State of \_\_\_\_\_ ☐ L.L.C. ☐ Partnership ☐ Sole Proprietorship

#### PLEASE LIST ANY RELATED COMPANIES IN WHICH THE PRINCIPALS HAVE AN INTEREST

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

ARE YOUR RECEIVABLES AND/OR INVENTORY PLEDGED TO OTHERS? ☐ Yes ☐ No If Yes, Explain \_\_\_\_\_

### Trade References:

1. Name: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Credit Mgr: \_\_\_\_\_

2. Name: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Credit Mgr: \_\_\_\_\_

3. Name: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Credit Mgr: \_\_\_\_\_



## CONFIDENTIAL CREDIT APPLICATION

### Bank References:

1. Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Loan Officer: \_\_\_\_\_  
Credit Line: \_\_\_\_\_  
Secured? \_\_\_\_\_

Account #: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Personal Guaranty? \_\_\_\_\_

2. Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Loan Officer: \_\_\_\_\_  
Credit Line: \_\_\_\_\_  
Secured? \_\_\_\_\_

Account #: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Personal Guaranty? \_\_\_\_\_

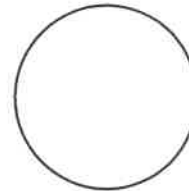
WE ESTIMATE OUR ANNUAL PURCHASES FROM CRISPIN WILL BE:

\$ \_\_\_\_\_

WE WILL NEED A CREDIT LINE OF: \$ \_\_\_\_\_

### DOCUMENT REQUIREMENTS: PLEASE ATTACH THE FOLLOWING DOCUMENTS:

1. IF YOUR PURCHASES ARE FOR RESALE, PLEASE ATTACH YOUR SALES TAX EXEMPTION CERTIFICATE FOR ALL STATES IN WHICH YOU REQUIRE SHIPMENT. (We are required to charge sales tax unless we receive a valid exemption certificate)
2. FINANCIAL STATEMENTS: PLEASE ATTACH YOUR COMPLETE ANNUAL REPORTS FOR THE PAST TWO FISCAL YEARS.
3. IF CORPORATION, AFFIX SEAL BELOW AND ATTACH CERTIFICATE OF INCORPORATION.



The information in this application and in all financial statements submitted in connection herewith is for the purpose of obtaining credit and is represented by the applicant to be true and complete and not misleading. The applicant authorizes Crispin Corporation to investigate all credit references and any other matters pertaining to its financial responsibility. The undersigned authorizes its bank(s) and trade creditors to submit complete information for the purpose of credit evaluation.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

\*Signed by: \_\_\_\_\_

\*Authorized signatory must be an Officer, Partner, or Sole Proprietor.



For questions or inquiries regarding an unlisted device, please contact your Crispin sales representative.

#### Video Servers

360 Systems Image Servers  
K2 - Grass Valley/Thompson (API / VDCP)  
Nexio - Leitch/Harris/Imagine (API / VDCP)  
Harmonic/Omneon (API / VDCP)  
Ross BlackStorm (VDCP)  
SeaChange  
VideoTechnics (VDCP)  
Vela Broadcast (VDCP)  
Geevs - Editshare (VDCP)  
Thompson Sapphire (VDCP)

#### Satellite

CompuSat

#### Catch Servers

Pathfire  
Extreme Reach  
Pitch Blue

#### Satellite Receiver

Sencore MRD 3187  
(VSB/QAM, ASI/310M, VSB, ASI+,  
QPSK, Dual QPSK, DVBS/S2)  
Ericsson RX8200

#### Traffic Systems\*

VCI  
Myers Information Systems - ProTrack  
WideOrbit  
OSI  
SDS  
Broadview

\*Crispin interfaces to any  
Traffic System that can  
provide a fixed-field,  
space delimited,  
ASCII text-based file.

#### EBIF

TSBROADCASTER ETV/OCAP EBIF streamer

#### Routers

Datatek  
Evertz / Quartz  
Grass Valley/Thompson  
Leitch/Harris/Videotek (RS12A)  
Nvision  
Pesa - Bobcat, Cougar, LNS8  
ProBel  
Ross (requires automation control option)  
Sierra  
Sigma - 2100 Series  
Utah  
Miranda (HRS)  
Miranda CR

#### Tape Machines

Any VTR supporting Sony BVW Protocol  
via RS-422 with Time Code  
JVC, Panasonic, Sony

#### Close Caption Encoders

EEG  
Evertz SD/HD 9084  
Evertz 7825 CCE (for V Chip Graphics)

#### Archive and Archive Storage:

*Video Servers:*  
K2 - Grass Valley/Thompson  
Nexio - Leitch/Harris/Imagine  
Omneon/Harmonic  
Ross BlackStorm

#### *Storage:*

Any NAS/NFS compliant storage  
Crispin Manufactured NAS (CDAS)  
Tandberg LTO-5

#### 3<sup>rd</sup> Party LTO & Archive:

CUC Systems  
Xendata

#### Master Control

Grass Valley/Thompson  
Pesa - MCLite  
Miranda - Pressmaster / IS - 750  
Nvision  
Leitch/Harris/Imagine  
IconMaster  
Quartz QMC  
ProBel  
Evertz  
Ross  
Utah - TAS  
Videotek - Prodigy  
(must have edit controller option)

#### Branding and Audio

360 Systems - Digicart, Digicart II  
CGXPress  
CGS Info Graphics  
Chyron  
Evertz Series  
Pinnacle - DekoCast, FX Deko  
Pixel Power  
Leitch/Harris/Imagine  
IconStation  
IconLogo  
LogoMotion/LogoMotion II  
Miranda Intuition+  
Newsticker  
Compix  
Namedropper  
Ross XPression

#### Newsroom Control Systems

ENPS  
iNews

#### Stream Splicer

Evertz 7847  
Elemental Live



## Why Choose Crispin?

The costs of running a television station have never been higher, it's no wonder that nearly every television station and station group has considered all options available to improve operational efficiency, including updating automation and utilizing centralcasting models.

But with a myriad of automation vendors to choose from, the question becomes which ones can truly deliver substantially improved operational efficiencies and a positive ROI. How can you differentiate between them?

Even if you're currently using another automation vendor today, we believe there are many reasons why you should consider Crispin Corporation as your automation partner for single station, multi-channel and/or centralcasting operations. We've highlighted 11 areas that we believe are critical differentiators and are also keys for success of any automation vendor.

### **11 Reasons to Select Crispin:**

1. Experience and Commitment
2. True TCP/IP-Based Device Control
3. Best On Air Performance
4. Reliability
5. True Modularity and Control-From-Anywhere Architecture
6. File-based Workflows
7. BXF Integration
8. Built-in Archive
9. Architecture and Features Designed Specifically for Multi-channel Operations
10. Lowest Overall Cost of Ownership
11. Seamlessly transition from your current automation system to Crispin with our database and metadata conversion tool available to customers using video servers that support API





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

## 1. Experience and Commitment

Founded in 1997, Crispin is a leading provider of broadcast automation and asset management solutions. From small independent stations to station groups and large network facilities, our software is used to control hundreds of channels. Automation is all we do and that commitment and focus to our customers is important part of our success.

Crispin has a long running tradition of innovation and successful implementations of new technologies, including products designed specifically for the needs of multi-channel centralcasting. Take a look at some of the key innovations that has guided our growth over the last 13 years:

- Developed Archive Manager in 2000, providing stations a low cost alternative for automation-integrated nearline storage without expensive third party systems.
- Released Digital Transfer Agent in 2005, a comprehensive asset management solution for digital file-based delivery services of ads and programming.
- Released world's first on-air BXF implementation in March of 2007.
- Fully integrated Windows Embedded OS into our hardware / software solution in 2008.

Centralcasting Customers:

- Gannett Company uses Crispin automation to control 16 spoke stations located throughout the U.S. from 2 hubs locations, each capable of supporting master control for all 14 stations with room for expansion.

We are proud to be the automation choice of the following stations and groups, among many others.



YOUNG BROADCASTING, LLC





## 2. True TCP/IP-Based Device Control

Crispin has used TCP/IP for device control since its formation in 1997, first utilizing the Grass Valley Profile API to control ingest, prep, and on-air playback on the Profile video server. Since then we've added many other TCP/IP-based interfaces to leading vendors' broadcast equipment, including the Omneon and Nexio video servers.

In fact, our whole system architecture is based upon TCP/IP communication between modules, adding a level of flexibility and modularity to the system that other monolithic automation systems simply cannot provide.

Of course we provide serial-based 422 control of devices using a myriad of different protocols, including VDCP. But when it comes to video server playback for on-air, the performance and flexibility provided by a TCP/IP-based protocol is apparent. The advantages include:

- Best available pre-roll performance on video servers (e.g. as little as 8 frames versus 2 seconds for VDCP).
- It is the only available control protocol for sophisticated playback options such as bounce mode, key/fill mode, or dynamic AFD selection on video servers. VDCP simply does not have commands to perform these functions as the protocol is dead hasn't been modified in years.
- Easy wiring (no frustrating serial cabling problems with complicated or obscure pinouts) or cable length issues. Therefore, your video server can be located practically anywhere, providing additional rack-and-wiring options for large multi-channel facilities.
- Allows for easy failover control and resource reassignment (versus hardwired connections to ports).
- Utilizes the protocol that is preferred by most video server manufacturers for playback.

If your current automation company doesn't provide a TCP/IP-based control of that very expensive video server in order to utilize its full potential and flexibility, don't be fooled by a response that it's unproven technology. Crispin customers have been successfully utilizing this technology on air for 17 years!



### 3. Best On Air Performance

Perhaps the best performance measure of any automation system is the ability to run multiple channels in a live sports environment. In the past 14 years, Crispin automation has been used by several premier networks for commercial insertion where last minute edits aren't just a nice-to-have feature, it's a necessity.

Both NBC Universal network and CBS Sports (combined) have utilized Crispin for more than 28 years in the type of demanding and unforgiving live sports environment that demands flawless, frame accurate performance. Crispin Corporation is also the automation vendor of choice for many other premier sports and news organizations including Altitude Sports, CBS News and Comcast Sports Bethesda.

Consider some of the key sporting events where Crispin has been the automation system of choice to deliver zero discrepancy ad delivery to recognize billions of dollars of revenue:

- The Masters on CBS
- March Madness and the Final Four
- The Olympics
- NFL Football, including several Super Bowl broadcasts
- And many more

So why does our automation system deliver under these conditions better than others? There are many reasons but here are several of the key architectural distinctions in Crispin that make it all possible:

1) **Database Independence.**

Add a clip to the video server any time and from any source and Crispin automation can cue it and play it. It's not necessary to use Crispin ingest tools to play a clip! This means last minute additions to the server—and the playlist—can be executed immediately.

2) **TCP/IP-Based Protocols.**

The shortest pre-roll times are only available utilizing TCP/IP-based APIs or protocols provided by the video server manufacturer. When considering last second edits, the ability to cue and play with an 8 frame pre-roll versus 2 seconds is no small matter.

3) **Multi-threaded applications.**

Crispin's Device Server is multi-threaded in order to provide critical CPU cycles to the timeline execution engine.



**4) TCP/IP-based Inter-Module Communication.**

Commands sent from master control operator via RapidPlayX travel directly to the Device Server computer, bypassing a relational database required by some automation systems, eliminating a costly and sometimes time-consuming process that can delay on-air operations.

In addition to many more under-the-hood features, both small and large, that adds up to the fact that no other automation system is better prepared to handle live sporting and news events like Crispin.

When you're considering adding a multi-channel centralized master control operation, consider Crispin's track record of providing the best on-air performance available in the industry today.

## **4. Reliability**

Perhaps there's no other single criteria more important for evaluating an automation system than reliability. It's not just a measure of technology and product reliability but also a measure of the quality of support you get from your automation company. We at Crispin understand how important this is and it's why we focus on reliability in all that we do, from sales, engineering, software design, and customer service.

When it comes to delivering on-air reliability, it's not just about being able to run a playlist reliably, it's also about how the system responds when components fail or how to handle seemingly simple processes like a routine scheduled upgrade. In addition to providing a solution that truly delivers 24x7 performance, consider some of the other key advantages the Crispin automation system provides that adds a level of reliability that most automation systems simply cannot match:

**1) Hardware & OS solution using Windows 7 Embedded**

We've designed a hardware platform purpose-built for automation utilizing the most reliable Windows OS option available: Windows 7 Embedded, the same OS used for ATMs, cash registers, medical applications, and other systems that require a hardened, "always on" solution. Windows 7 Embedded provides the same easy-to-use GUI combined with a framework for removing OS components not needed for automation that can cause performance glitches or even blue screens. Our servers are more than just PCs; they're true automation appliances that deliver both performance and reliability.



## 2) Auto Failover Switch

Many broadcast devices that have an automation interface only support a dedicated, serial (RS232 or RS422) connection. What happens when the Device Server controlling it is shutdown or has a hardware failure? With Crispin automation, our Auto Failover Software Switch allows for automatic and seamless failover for a mix of both TCP/IP and serial controlled devices. When a failure in the system is detected by the Crispin System Monitor, control is passed to a hot standby Device Server that takes over both serial and TCP/IP control in realtime, without operator intervention.

Operators can also use the manual switchover feature to perform routine maintenance or upgrades on one Device Server while the other works, keeping your automation system running continuously throughout the process.

## 3) Driver-based Architecture

The Crispin device control is accomplished by utilization of separate drivers (implemented as Windows DLLs) that attach to the Crispin Device Server. The Device Server utilizes common control commands to our driver and it, in turn, implements the device-specific protocols necessary to control the equipment. The advantages to this approach are several: (a) we can use the same driver in multiple applications, such as Device Server, Dubber and Turbo Browser; (b) we encapsulate all features into a single driver, reducing time needed to enhance or fix problems; and (c) we don't have to update Device Server for device-specific control functionality, streamlining development and testing. All of these reasons add up to one conclusion: greater reliability of device control.

# 5. True Modularity and Control-From-Anywhere Architecture

A multi-channel operation—and especially a hub/spoke centralcasting model—requires flexibility from an automation system so that new channels can be added or control can be handed off among different locations during shift changes or during an emergency.

Crispin's proprietary TCP/IP-based protocol for inter-process communication allows any RapidPlayX master control application to control any Crispin channel from practically anywhere, even over slow wide area networks. Because of this unique architecture, changes to the playlist do not have to be saved to a central SQL database, ensuring fast delivery of commands and status between RapidPlayX and various Device Servers. In fact, a large station group has tested the Crispin automation network running in a hub/spoke architecture at speeds running at just 64kbs.



Unlike other systems that use remote terminal or KVM applications to share control, Crispin's true client/server architecture for playlist control provides true multi-user control. This allows for more protection for network outages so that a separate off site facility can quickly control and/or monitor those channels with just a few clicks.

## 6. File-based Workflows

With Crispin automation, you never have to worry about whether or not the material you need for on-air was ingested and timed with Crispin software. If a clip is on the video server, it's always ready to air in Crispin automation. In other automation systems, you have to use the automation suite to ingest the material or time it in order to create a record of that asset in the database and make it ready for use in the system. If your automation system is file-based, shouldn't it let other workflows and asset management systems deliver content to the server? We think so and our system fully supports this yet so few others do.

With Crispin Digital Transfer Agent (DTA), customers also have an automated method for managing multiple file-based acquisition systems including Pathfire, Extreme Reach, Pitch Blue and others. Crispin DTA includes key features not available in third party delivery systems, such as:

- auto-delivery from dub list
- integration with leading transcoding suppliers
- web-based interface with lorez proxies
- auto-transfer from loaded playlist

Best of all, DTA is seamlessly integrated into the Crispin automation asset management system.

With Crispin MediaNav Workflow you can automate and optimize your asset management and file based workflows, tailored to your own unique operational needs. MediaNav Workflow is a powerful tool that simplifies everyday asset management tasks. By chaining together multiple Crispin asset management functions in the sequence and rules you define, MediaNav automates tasks the way that works best for your operation.

These prepared workflows detect, inspect, move, copy, quality check, transcode, store and delete material according to a series of steps that you can create and modify as your needs change.



MediaNav Workflow can even notify an operator to make a decision on a workflow step, keeping your video content doing what it's supposed to do: moving in the right direction with as little interruption as possible.

Crispin LoadingDock is a media upload server providing Web-accessible upload points for media acquisition from internal or external clients with integral low resolution preview.

**Key features and benefits:**

- Web-accessible upload point for media acquisition from internal or external clients with integral low resolution preview. Crispin Upload is a web app which provides a user-friendly way to elicit the exact submittal data needed to suite the type of material.
- Definable forms and fields for media submission. Forms are assignable to clients, with the upload form fields suited to the incoming material or type of client. Ability of the system to 'multi-task' by presenting different sets of forms to different groups of users.
- Simple delivery workflows available to process incoming material automatically. Workflows can include a review/ approval step as a gateway to continuing the delivery.
- Attribute-based storage and retrieval for media content: definable attributes, ownership and life-cycle.
- Media management and long-term storage is supported. Incoming material can be organized into folders for later reference and download.

## **7. BXF Integration**

Crispin delivered the world's first BXF interface to WGCU in March 2007 with an interface to Myers ProTrack. Broadcast Exchange Format (BXF) provides for realtime delivery of information to and from automation and traffic systems, streamlining both traffic and master control operations. Some of the key benefits of Crispin BXF Service include:

- Eliminates manual handling of files (saving time and reducing errors)
- Improves frame accuracy of traffic schedules by sending updates to timed content realtime back to traffic.
- Realtime AsRun back to traffic, allowing traffic to quickly address issues.

Aside from being a valuable addition to the Crispin automation suite, BXF Service is yet another example of Crispin innovation and our commitment to continually find new ways to solve operational challenges for our customers. As a member of the SMPTE committee, Crispin helped to develop and implement the BXF standard for the industry and we continue to provide new BXF functionality that will extend beyond traffic. When you select Crispin, you're not just getting an automation system;



you're getting a partner that understands the importance of being an industry leader in developing lasting partnerships with a variety of vendors in the industry.

## 8. Built-in Archive

The Crispin Archive Manager is a product that was developed from technology created here at Crispin and is an exceptional value among the myriad of archive, nearline and asset management systems in the marketplace. While we also provide an interface to leading archive and storage management systems, Crispin is one of only a couple of automation vendors with this key offering.

We encourage you to shop and compare our Archive Manager solution with others in the marketplace with this checklist of features and benefits:

- Open architecture for storage (you can purchase ours or provide your own) and we never charge ongoing storage management fees.
- No third party storage management software or systems required.
- Optional hierarchical storage management (HSM) with LTO to ensure that you never run out of space.
- Integrated transcoding for lorez proxies.
- Auto archive and auto restore from playlist.
- Seamless integration with automation asset management and on-air modules.
- And much, much more.

## 9. Architecture and Features Designed Specifically for Multi-channel Operations

While many automation systems provide the capacity to run multiple channels, the Crispin automation suite was designed from the ground up to handle multiple channels and do so in an environment where those channel configurations may need to change from one master control workstation to another (wherever they're located).

In addition to this ability to control any channel from any location, consider the list of features below that were designed specifically for master control operators to efficiently handle multiple channels in demanding environments that includes live news and sports:





- Digital Join-in-Progress
- File Cabinet
- Alternate Breaks
- Cross-application Drag-and-Drop with TurboBrowser
- Multi-channel Emergency Network Break-in
- Emergency Channel
- Multiple time zones
- Primary and backup source control
- Manual and Auto Source Swap
- General purpose GPI triggers
- Multi-tab workspaces with independent display configurations
- Multi-channel playlist linking and auto-linking
- And many more...

## 10. Lowest Overall Cost of Ownership

At Crispin, we understand that the primary need for automation is to significantly lower operational costs and this is where we're able to deliver year after year. With Crispin, not only are you getting a world-class automation system, you're getting the best value in the industry. Crispin has the lowest full cost-of-ownership among all leading automation vendors when you include these key factors of ownership and advantages of the Crispin value proposition:

### 1. Crispin 4 Life

When we first added this innovative free 4 year support program in 2006, people thought it might be a gimmick or a short-lived program. But we continue to offer this simple, yet powerful proposition: for the first 4 years of ownership we will provide 24x7x365 phone and e-mail support and software updates/fixes at no charge. No other leading automation company comes close to this.

And while it may seem unusual to some, we think it simply makes good business sense. If you need help with using your system or need a software patch, who should pay for this? We think your automation company should. Our support program isn't just about dollars and cents (important as that is), it's about our customer focused philosophy about delivering on our promises and fulfilling our commitment to operational excellence.



And make no mistake, the support that is included is not a separate team or tier of service, it's our premium support of dedicated TV and IT pros that work here in our headquarters to serve you. No calls to foreign countries or complicated help desk hassles; just qualified, in-house customer support engineers taking your call to assist immediately.

## **2. Crispin Universal Device Support Plan**

Crispin's Universal Device Support plan allows our customers to use any available Crispin supported device driver for all licensed device ports without incurring additional licensing fees. With Crispin you'll never pay for a device license that becomes obsolete!

## **3. Four Year Full Hardware Warranty**

Not only is our hardware solution built with dual power supplies, RAID protected dual hard drives (optional), and Windows 7 Embedded, we back it with a 4 year hardware replacement warranty.

## **4. Low Operational Costs**

We've made our system easy to use and, therefore, inexpensive to operate. Because of the modular architecture, you only have to purchase what's needed and you can expand incrementally as required. When you add the factors of reliability and performance, we're confident in saying what our current customers already know: we have the lowest ongoing operational costs among any of the leading automation vendors.

# **11. Crispin database and metadata conversion tool**

At Crispin, we understand the time and coordination that is required to transition to a new automation partner. With our conversion product and methodology we can shadow and transition all of your clips with current metadata and segmenting to the new Crispin database using the API from your Nexio, K2 or Harmonic playout server.

Key features:

- Hands free full database conversion requires no marking of segments or manual entry of metadata after conversion.
- Crispin writes the metadata to our database as well as the video server, preserving Crispin's unique database independent architecture.

This process is not only safer and cleaner than manually QC-ing every clip, it allows your employees the opportunity to spend their time in other critical areas.



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

State of West Virginia  
Request for Quotation  
04 — Audio/Video

Proc Folder: 433008

Doc Description: AUTOMATION SWITCHER FOR MASTER CONTROL

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-03-23	2018-04-11 13:30:00	CRFQ 0439 EBA1800000009	1

#### BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Name, Address and Telephone Number:

Crispin Corporation

600 Wade Avenue

Raleigh, NC 27605

919-433-9529

#### FOR INFORMATION CONTACT THE BUYER

Michelle L Childers

(304) 558-2063

michelle.l.childers@wv.gov

Signature X

FEIN # 86-0860135

DATE 4/2/2018

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

**ADDITIONAL INFORMATION:**

## Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Educational Broadcasting Authority (WVPB) to establish a contract for the one-time purchase of a television automation system & playout/ingest server.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MASTER CONTROL AUTOMATION & PLAYOUT SERVER	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
32150000			

**Extended Description :**

All inclusive price for Master Control Automation & Playout Server including training and commissioning.

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: April 2, 2018 at 10:00 AM EDT

Submit Questions to: Michelle Childers, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Michelle.L.Childers@wv.gov

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

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

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

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

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

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

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

**BID TYPE:** (This only applies to CRFP)

- ☐ Technical  
☐ Cost

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

**Bid Opening Date and Time:** April 11, 2018 at 1:30 PM EDT

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

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

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

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

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

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

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

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

**15. PREFERENCE:** Vendor Preference may 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.



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

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

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

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

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

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

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

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

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

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

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

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

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

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

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

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

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

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be 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 delivered to the Purchasing Division prior to Contract award.

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

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section 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.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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

**10. [Reserved]**

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

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

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

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

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

**15. 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.



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

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

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

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

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

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

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

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

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

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

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

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

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

**30. 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.

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

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

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

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

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

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

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

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

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

**36. 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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

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

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

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

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

**42. 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.

**43. 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 of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. 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.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**REQUEST FOR QUOTATION**  
**Television Automation System & Playout/Ingest Server**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Educational Broadcasting Authority (WVPB) to establish a contract for the one-time purchase of a television automation system & playout/ingest server.
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 onetime purchase of a television automation system & playout/ingest server, more fully described by these specifications.
  - 2.2. **"Pricing Page"** means the pages, contained in wvOASIS, upon which Vendor should list its proposed price for the Contract Items.
  - 2.3. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4. **"SDI"** means Serial Digital Interface
  - 2.5. **"HD-SDI"** means High Definition Serial Digital Interface
  - 2.6. **"RS-422"** means standard for serial device communications, also known as TIA/EIA-422
  - 2.7. **"BXF"** means Broadcast Exchange Format
  - 2.8. **"SNMP"** means Simple Network Management Protocol
  - 2.9. **"BNC"** means Bayonet Neill-Concelman connector
  - 2.10. **"RAID5"** mean a standard for Redundant Array of Independent Disks
  - 2.11. **"SMB"** means Server Message Block
  - 2.12. **"FTP"** means File Transfer Protocol
  - 2.13. **"SMPTE 2022-6"** means a standard from the Society of Motion Picture and Television Engineers (SMPTE) that describes how to send digital video over an IP network
  - 2.14. **"VTR"** means Video Tape Recorder
  - 2.15. **"SQL"** means Structured Query Language



**REQUEST FOR QUOTATION**  
**Television Automation System & Payout/Ingest Server**

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**2.16. "PBS NRT"** means Public Broadcasting Non-Real-Time video distribution system

**2.17. "V6"** also known as **"sIX"**, means PBS's latest version of NRT, Non-Real-Time video distribution system

**3. QUALIFICATIONS:**

**3.1.** Venders must be an authorized reseller of the requested contract items.

**4. GENERAL REQUIREMENTS:**

**4.1. Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

**4.2.** All contract items shall have a minimum one-year parts and labor warranty. Warranty shall cover replacement of defective or broken components.

**4.2.1. Television Automation System**

**4.2.1.1.** System must support West Virginia Public Broadcasting's current three (3) television broadcast channels which include two (2) high definition and 1 standard definition video streams.

**4.2.1.1.1.** System must be licensed for all West Virginia Public Broadcasting's broadcast channels.

**4.2.1.1.2.** System must be able to support more future channels if necessary.

**4.2.1.2.** System must have capability of interfacing with RS-422 serial controlled devices.

**4.2.1.2.1.** Maximum number of devices will be 16

**4.2.1.2.2.** Minimum number of devices will be 4

**4.2.1.2.3.** Devices will include Panasonic & Sony VTR's

**4.2.1.2.3.1.** Panasonic AJ-D950, AJ-HD1800

**4.2.1.2.3.2.** Sony HDW-M2000

**REQUEST FOR QUOTATION**  
**Television Automation System & Playout/Ingest Server**

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- 4.2.1.3.** System must be compatible with external video routers manufactured by AJA, Blackmagic Design, Ensemble Designs, Ross Video, Imagine Communications, Utah Scientific, and brands supporting Grass Valley® Native Protocol or equal. (Must be able to communicate with a broadcast router).
  - 4.2.1.3.1.** System must come with all necessary drivers required to interface with and control a broadcast router.
  - 4.2.1.3.2.** System must integrate with West Virginia Public Broadcasting's, Ross MC1 system.
  - 4.2.1.3.3.** System must be able to key in and key out logos stored on the Ross MC1 system.
- 4.2.1.4.** Servers running the automation must be redundant.
  - 4.2.1.4.1.** Must have auto failover.
- 4.2.1.5.** System must have capability of viewing low resolution clips from the playout server listed in this spec, either from within the automation software or by an external application.
- 4.2.1.6.** Automation system must be able to fill gaps in playlist programming from a list of evergreen material.
- 4.2.1.7.** System must be able to trim clips existing on the playout server mentioned in this specification (4.2.2), for on air playback preparation.
- 4.2.1.8.** System must be compatible with JL Cooper control panels.
- 4.2.1.9.** System must keep an AsRun log.
- 4.2.1.10.** System must include conversion of West Virginia Public Broadcasting's current automation database into systems new automation database. Awarded vendor is responsible for conversion of database as part of commissioning.
  - 4.2.1.10.1.** Current database is for West Virginia Public Broadcasting's, Harris ADC automation and exists on SQL 2012.
- 4.2.1.11.** System must come with all databases needed for its operation and storage of its metadata associated with playback content.

## **REQUEST FOR QUOTATION**

### **Television Automation System & Playout/Ingest Server**

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**4.2.1.12.** System must support autoloading of record lists.

**4.2.1.13.** System must integrate as BXF to West Virginia Public Broadcasting's current traffic software which is Myers Protrack.

**4.2.1.13.1.** Vender does not need to supply the BXF interface. West Virginia Public Broadcasting has the BXF module from Myers Protrack.

**4.2.1.14.** System must be able to accept playlist and record list files from West Virginia Public Broadcasting's Protrack system.

**4.2.1.15.** System must support live logging.

**4.2.1.16.** System must read LTC (Linear Timecode)

**4.2.1.17.** System must run on Microsoft Windows 7 operating system or newer, or Microsoft Windows Server 2012 operating system or newer.

**4.2.1.17.1.** OS versions may be Embedded or non-embedded.

**4.2.1.18.** Must have the ability for manual intervention and manual adjustments of on-air playlists and record lists.

**4.2.1.19.** System must be capable of 24-7 operations with minimal downtime.

**4.2.1.20.** WVPB will be responsible for mounting of equipment, supplying power, adding equipment to IP network and all necessary cabling for systems. We will perform as much pre-setup as possible by the vender's guidance. Venders guidance shall include phone, email and documentation.

#### **4.2.2. Playout & Ingest Server**

**4.2.2.1.** System must support West Virginia Public Broadcasting's current three (3) television broadcast channels which include two (2) high definition and 1 standard definition video streams.

**4.2.2.2.** System must have the ability to check status and health of itself through a computer running Microsoft Windows 7 or newer, a graphical user interface on another Windows based computer or through an accessible web page interface.

## **REQUEST FOR QUOTATION**

### **Television Automation System & Playout/Ingest Server**

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**4.2.2.2.1.** Must have capabilities to report issues & errors of itself via email, SNMP or both.

**4.2.2.3.** System must support HD-SDI and SDI video with embedded audio.

**4.2.2.3.1.** Connections to the SDI ports must be BNC or mini-BNC.

**4.2.2.3.2.** If equipment uses another connector, vender must supply adaptors for each connector to convert to BNC.

**4.2.2.4.** System must have a minimum of 16TB of playout/ingest storage.

**4.2.2.4.1.** Storage must be expandable to 48TB, or greater.

**4.2.2.4.2.** Storage must be configured in RAID5, or better for redundancy and performance.

**4.2.2.4.2.1.** A proprietary RAID is acceptable, so long as it meets or exceeds the RAID5 standard.

**4.2.2.4.3.** Storage must be hot swappable.

**4.2.2.5.** System must have a minimum of 4 and a maximum of 8 playout ports.

**4.2.2.6.** System must have a minimum of 4 and a maximum of 8 ingest ports.

**4.2.2.6.1.** Playout & Ingest servers/players do not need to be redundant.

**4.2.2.7.** System must support Close Captions.

**4.2.2.8.** Video Server must be upgradeable to support SMPTE 2022-6

**4.2.2.9.** System must accept genlock.

**4.2.2.9.1.** Must provide genlock input supporting SD (Bi-level) or HD (Tri-level) reference signals.

**4.2.2.10.** System must have ability to adjust playout and ingest bitrates.

**REQUEST FOR QUOTATION**  
**Television Automation System & Playout/Ingest Server**

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**4.2.2.11.** System must support West Virginia Public Broadcasting's current broadcast file standard for playback. Files are currently played back on an Omneon Spectrum system.

**File Type: MXF OP1A**

**Bitrate: 24Mbps**

**Video Encoding: MPEG2 Long GOP**

**Video Format: 1920x1080i @ 29.97**

**Audio Encoding: AIFF**

**Bits/Sample: 24**

**Channels: 4 (2 audio channels per file in stereo)**

**4.2.2.11.1.** Broadcast file storage must be contained in a single directory.

**4.2.2.11.1.1.** System must be able to receive files from West Virginia Public Broadcasting's, PBS NRT system.

**4.2.2.11.1.2.** System must be able to receive files from the upcoming PBS, V6 system.

**4.2.2.11.1.3.** Must be accessible by common file access protocols including, but not limited to FTP and SMB.

**4.2.2.11.2.** System must offer a seamless transition between clip playback while also maintaining closed caption and broadcast metadata.

**4.2.2.12.** System must come with all power supplies and power cables necessary for operation.

**4.2.2.12.1.** Power supplies must be redundant.

**4.2.2.13.** Must be compatible with external video routers manufactured by AJA, Blackmagic Design, Ensemble Designs, Ross Video, Imagine Communications, Utah Scientific, and brands supporting Grass Valley® Native Protocol or equal. (Must be able to integrate with a broadcast router).

**4.2.2.14.** System must be capable of 24-7 operations with minimal downtime.

**4.2.2.15.** WVPB will be responsible for mounting of equipment, supplying power, adding equipment to IP network and all necessary cabling for systems. We will perform as much pre-setup as possible by the vender's guidance.

# REQUEST FOR QUOTATION

## Television Automation System & Playout/Ingest Server

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### 4.2.3. Commissioning & Training

- 4.2.3.1. The automation system and playout server must include a minimum of 5 days onsite commissioning, and a maximum of 10 days onsite commissioning at West Virginia Public broadcasting's NOC located at 124 Industrial Park Road, Beaver, WV 25813
- 4.2.3.2. The automation system and playout server must include a minimum of 3 days onsite training, and a maximum 5 days onsite training at West Virginia Public broadcasting's NOC located at 124 Industrial Park Road, Beaver, WV 25813
- 4.2.3.3. All travel related expenses such as food and lodging must be included in vendor's bid amount.

## 5. CONTRACT AWARD:

- 5.1. **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.
- 6.2 **Pricing Page:** Vendor should complete the Pricing Pages by providing unit price for each bid item and multiplying it by the estimated quantity to provide a total for each bid item. 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.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). If unable to respond online, Vendor must submit their Pricing Pages with their submitted bid prior to the scheduled bid opening date.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service website. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and total price for each line item.

- 6.3 Vendor should include with their bid a copy of any Hardware/ Software Terms and Conditions that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**

**REQUEST FOR QUOTATION**  
**Television Automation System & Playout/Ingest Server**

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Any product brochures to support vendor's product should be submitted with vendor's bid response. These brochures and any supporting documentation may be required before award of contract.

**6.4** All shipping and handling cost must be included in the price of equipment.

**6. PAYMENT:**

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

**7. DELIVERY AND RETURNS:**

**7.1. Shipment and Delivery:** Vender 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 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at;

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

**7.2. 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.

**7.3. Delivery Payment/Risk of Loss:** Vender shall deliver the Contract Items F.O.B. destination to the Agency's location.

**7.4. 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.

**REQUEST FOR QUOTATION**  
**Television Automation System & Playout/Ingest Server**

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**7.5. 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.

**8. VENDER DEFAULT:**

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

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

**8.1.2.** Failure to comply with other specifications and requirements contained herein.

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

**8.1.4.** Failure to remedy deficient performance upon request.

**8.2.** The following remedies shall be available to Agency upon default.

**8.2.1.** Immediate cancellation of the Contract.

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

**8.2.3.** Any other remedies available in law or equity.



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

Jill Hopkins, Customer Relations Manager  
(Name, Title)  
Jill Hopkins, Customer Relations Manager  
(Printed Name and Title)  
600 Wade Avenue Raleigh NC 27605  
(Address)  
919-433-9529  
(Phone Number) / (Fax Number)  
jill.hopkins@crispincorp.com  
(email address)

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

Crispin Corporation  
(Company)

  
(Authorized Signature) (Representative Name, Title)

Jill Hopkins Customer Relations Manager  
(Printed Name and Title of Authorized Representative)

4/2/2018  
(Date)

919-433-9529  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

**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:**

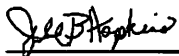
*(Check the box next to each addendum received)*

- |   |  |
|---|--|
| <input 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.

Crispin Corporation

Company



Authorized Signature

4/2/2018

Date

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

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

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

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

☐ Check here if this is a Supplemental Disclosure

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

**1. Subcontractors or other entities performing work or service under the Contract**

☐ Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

☐ Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

☐ Check here if none, otherwise list entity/individual names below.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

***Notary Verification***

State of \_\_\_\_\_, County of \_\_\_\_\_:

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

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**To be completed by State Agency:**

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

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

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

## State of West Virginia

# 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 Vendor Preference, if applicable.

1. ☐ Application is made for 2.5% 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;  
☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked:  
☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. ☐ Application is made for 5% 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% 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% 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) rescind the contract or purchase order; 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.

**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: Jill Hopkins, Crispin Corporation

Signed: 

Date: 4/2/2018

Title: Customer Relations Manager

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

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Jill Hopkins

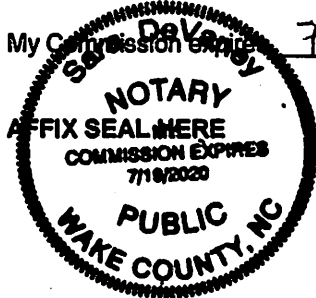
Authorized Signature: *Jill Hopkins* Date: 4/2/2018

State of North Carolina

County of Wake, to-wit:

Taken, subscribed, and sworn to before me this 2 day of April, 2018.

My Commission Expires 7/19/2020, 20  .



NOTARY PUBLIC *Jana Delaney*

Purchasing Affidavit (Revised 01/19/2018)