



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 2

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General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 446908

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0439

Vendor ID:

SO Doc ID: EBA1800000010

Legal Name: ADORAMA INC

Published Date: 4/27/18

Alias/DBA:

Close Date: 5/15/18

Total Bid: \$69,928.16

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 2

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[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 : 446908

Solicitation Description : 2 BROADCAST, 3, 2/3" CHIP FIELD/STUDIO HIGH DEF CAMERAS

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-05-15 13:30:00	SR 0439 ESR05151800000005242	1

VENDOR

000000103946
ADORAMA INC

Solicitation Number: CRFQ 0439 EBA1800000010

Total Bid : \$69,928.16 Response Date: 2018-05-15 Response Time: 09:34:38

Comments: Quote# 1764907

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	3.1.1 FIELD STUDIO CAMERA PACKAGE, SONY PXWX400KC OR	2.00000	EA	\$17,405.090000	\$34,810.18

Comm Code	Manufacturer	Specification	Model #
45121515			

Extended Description :	3.1.1 FIELD STUDIO CAMERA PACKAGE, SONY PXWX400KC

Comments: Pre-order stage for product

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.1.2 TRANSIT CASE, SONY LC-H300, OR EQUAL	2.00000	EA	\$193.990000	\$387.98

Comm Code	Manufacturer	Specification	Model #
53121705			

Extended Description :	3.1.2 TRANSIT CASE, SONY LC-H300,

Comments: offering equal item

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.1.3 TRIPOD ADAPTER, SONY VCT14, OR EQUAL	2.00000	EA	\$279.000000	\$558.00

Comm Code	Manufacturer	Specification	Model #
45121602			

Extended Description :	3.1.3 TRIPOD ADAPTER, SONY VCT14

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	3.1.4 FIBER OPTIC CAMERA ADAPTER, SONY CAFB70, OR	2.00000	EA	\$4,153.000000	\$8,306.00

Comm Code	Manufacturer	Specification	Model #
43223323			

Extended Description :	3.1.4 FIBER OPTIC CAMERA ADAPTER, SONY CAFB70

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	3.1.7 OPTICAL FIBER CABLE 100 METERS	2.00000	EA	\$1,070.000000	\$2,140.00

Comm Code	Manufacturer	Specification	Model #
26121607			

Extended Description :	3.1.7 FROM SPECS: 100 METER FIBER OPTIC CABLE TO CONNECT BETWEEN CAMERA AND CUU; SONY CCFN100 FIBER OPTIC CABLE OR EQUAL
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	3.1.6 REMOTE CONTROL PANEL, SONY RCP 1500, OR EQUAL	2.00000	EA	\$5,336.150000	\$10,672.30

Comm Code	Manufacturer	Specification	Model #
45121623			

Extended Description :	3.1.6 REMOTE CONTROL PANEL, SONY RCP 1500
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	3.1.5 CAMERA CONTROL UNIT, SONY HXCUF80 CAMERA	2.00000	EA	\$365.000000	\$730.00

Comm Code	Manufacturer	Specification	Model #
45121623			

Extended Description :	3.1.5 CAMERA CONTROL UNIT, SONY HXCUF80 CAMERA CONTROL UNIT W/ SONY RMM3701 RACK SLIDE KIT
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	3.1.8 PORTABLE MEMORY RECORDER/PLAYER, PMWRX50,	2.00000	EA	\$3,764.850000	\$7,529.70

Comm Code	Manufacturer	Specification	Model #
52161516			

Extended Description :	3.1.8 PORTABLE MEMORY RECORDER/PLAYER, PMWRX50
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	3.1.9 MEMORY CARD, SONY SBP128D SXS-PRO-D 128GB, OR	6.00000	EA	\$799.000000	\$4,794.00

Comm Code	Manufacturer	Specification	Model #
43201402			

Extended Description :	3.1.9 MEMORY CARD, SONY SBP128D SXS-PRO-D 128GB
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Exhibit A - Pricing Page
FIELD/STUDIO CAMERA PACKAGE

Item	Specification	Description	Brand Bid	Model Bid	UM	Unit Cost	QTY	Extended Cost
1	3.1.1	Sony PXWX400KC Field/Studio Camera package including AC adaptor, battery charger, 4 rechargable batteries, eyepiece viewfinder, 7" HD viewfinder, Canon 20x lens with zoom and focus controls.	Sony	PXWX400KC	Each	17405.09	2	34810.18
2	3.1.2	Transit Case (Sony LC-H300)	Portabrace	PB-2600DK	Each	193.99	2	387.98
3	3.1.3	Tripod Adapter (Sony VCT14)	Sony	VCT14	Each	279	2	558
4	3.1.4	Camera Adaptor (Sony CAFB70)	Sony	CAFB70	Each	4153.3	2	8306.6
5	3.1.5	Sony HXCUIFB80 Camera Control Unit with Sony RMM3701 Rack slide kit	Sony	CCFN100	Each	1070	2	2140
6	3.1.6	Sony RCP 1500	Sony	RCP-1500	Each	5336.15	2	10672.3
7	3.1.7	Cable, Sony CCFN100 and Sony CCA5/10 US	Sony	RMM3701	Each	365	2	730
8	3.1.8	Player/Recorder, PMWRX50 Portable Memory recorder/player	Sony	PMW-RX50	Each	3764.85	2	7529.7
9	3.1.9	Sony SBP128D SXS-PRO-D 128GB Memory card	Sony	SBP128D	Each	799	6	4794
						TOTAL BID AMOUNT		69928.76



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: 446908

Doc Description: 2 BROADCAST, 3, 2/3" CHIP FIELD/STUDIO HIGH DEF CAMERAS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-04-27	2018-05-15 13:30:00	CRFQ 0439 EBA1800000010	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:

Adorama Inc.

42 West 18th Street

New York, NY, 10011

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers

(304) 558-2063

michelle.l.childers@wv.gov

Signature

FEIN # **13-2918676**

DATE **5/14/2018**

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 Educational Broadcasting Authority (EBA) to establish a contract for the one-time purchase of two (2) broadcast field/studio high definition cameras.

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1 FIELD STUDIO CAMERA PACKAGE, SONY PXWX400KC OR	2.00000	EA	17405.09	34810.18

Comm Code	Manufacturer	Specification	Model #
45121515	Sony		PXWX400KC

Extended Description :

3.1.1 FIELD STUDIO CAMERA PACKAGE, SONY PXWX400KC

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2 TRANSIT CASE, SONY LC-H300, OR EQUAL	2.00000	EA	193.99	387.98

Comm Code	Manufacturer	Specification	Model #
53121705	Portabrace		PB-2600DK

Extended Description :

3.1.2 TRANSIT CASE, SONY LC-H300,

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WW25813	CHARLESTON	WW 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.3 TRIPOD ADAPTER, SONY VCT14, OR EQUAL	2.00000	EA	279.00	558.00

Comm Code	Manufacturer	Specification	Model #
45121602	Sony		VCT14

Extended Description :

3.1.3 TRIPOD ADAPTER, SONY VCT14

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WW25813	CHARLESTON	WW 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.4 FIBER OPTIC CAMERA ADAPTER, SONY CAFB70, OR	2.00000	EA	4153.30	8306.60

Comm Code	Manufacturer	Specification	Model #
43223323	Sony		CAFB70

Extended Description :

3.1.4 FIBER OPTIC CAMERA ADAPTER, SONY CAFB70

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WW25813	CHARLESTON	WW 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.7 OPTICAL FIBER CABLE 100 METERS	2.00000	EA	1070.00	2140.00

Comm Code	Manufacturer	Specification	Model #
26121607	Sony		CCFN100

Extended Description :

3.1.7 FROM SPECS: 100 METER FIBER OPTIC CABLE TO CONNECT BETWEEN CAMERA AND CUU; SONY CCFN100 FIBER OPTIC CABLE OR EQUAL

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.1.6 REMOTE CONTROL PANEL, SONY RCP 1500, OR EQUAL	2.00000	EA	5336.15	10672.30

Comm Code	Manufacturer	Specification	Model #
45121623	Sony		RCP-1500

Extended Description :

3.1.6 REMOTE CONTROL PANEL, SONY RCP 1500

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.1.5 CAMERA CONTROL UNIT, SONY HXCUF80 CAMERA	2.00000	EA	365.00	730.00

Comm Code	Manufacturer	Specification	Model #
45121623	Sony		RMM3701

Extended Description :

3.1.5 CAMERA CONTROL UNIT, SONY HXCUF80 CAMERA CONTROL UNIT W/ SONY RMM3701 RACK SLIDE KIT

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	3.1.8 PORTABLE MEMORY RECORDER/PLAYER, PMWRX50,	2.00000	EA	3764.85	7529.70

Comm Code	Manufacturer	Specification	Model #
52161516	Sony		PMW-RX50

Extended Description :

3.1.8 PORTABLE MEMORY RECORDER/PLAYER, PMWRX50

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	3.1.9 MEMORY CARD, SONY SBP128D SXS-PRO-D 128GB, OR	6.00000	EA	799.00	4794.00

Comm Code	Manufacturer	Specification	Model #
43201402	Sony		SBP128D

Extended Description :

3.1.9 MEMORY CARD, SONY SBP128D SXS-PRO-D 128GB

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: May 4, 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: May 15, 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.

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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.

☐☐☐☐☐

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.

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

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
Field/Studio High Definition Cameras

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Educational Broadcasting Authority (EBA) to establish a contract for the one-time purchase of two (2) broadcast field/studio high definition cameras.
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 broadcast field/studio high definition cameras, as more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, 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 **“MPEG HD422”** doubles the chroma horizontal resolution compared to the previous generations of high-definition video XDCAM formats.
 - 2.5 **“PCMCIA”** means Personal Computer Memory Card International Association
 - 2.6 **“ExpressCard”** means NEWCARD, is an interface to connect peripheral devices to a computer.
 - 2.7 **“SMPTE”** means the Society of Motion Picture and Television Engineers
 - 2.8 **“ITU”** means the International Telecommunication Union.
 - 2.9 **“ISO/IEC JTC 1”** means a joint technical committee of the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC). Its purpose is to develop, maintain and promote standards in the fields of information technology (IT) and Information and Communications Technology (ICT).
 - 2.10 **“MPEG-2”** (aka H.222/H.262 as defined by the ITU) means a standard for "the generic coding of moving pictures and ISO/IEC 13818 MPEG-2 at the ISO Store. It describes a combination of lossy video compression and lossy audio data compression methods, which permit storage and transmission of movies using currently available storage media and transmission bandwidth.

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- 2.11 “Lossy Compression”** or irreversible compression means the class of data encoding methods that uses inexact approximations and partial data discarding to represent the content.
- 2.12 “MPEG IMX”** means allow recording in standard definition, using MPEG-2 encoding at data rate of 30, 40 or 50 megabits per second
- 2.13 “Intra-frame coding”** means the fact that the various lossless and lossy compression techniques are performed relative to information that is contained only within the current frame, and not relative to any other frame in the video sequence
- 2.14 “DV”** is a format for storing digital video.
- 2.15 “CMOS”** means Complementary Metal Oxide Semiconductor.
- 2.16 “MBPS”** means Mega Bits Per Second.
- 2.17 “SD”** means Standard Definition
- 2.18 “SMPTE 259M”** means a standard published by SMPTE which "... describes a 10-bit serial digital interface operating at 143/270/360 Mb/s."
- 2.19 “SMPTE 259M/292M”** means a family of digital video interfaces. A related standard, known as high-definition serial digital interface (HD-SDI), is standardized in SMPTE 292M; this provides a nominal data rate of 1.485 Gbit/s
- 2.20 “Horizontal blanking interval”** means a part of the process of displaying images on a computer monitor or television screen via raster scanning.
- 2.21 “Aspect Ratio”** means an image that describes the proportional relationship between its width and its height.
- 2.22 “Anamorphic Widescreen”** means a process by which a comparatively wide widescreen image is vertically expanded to fit into a storage medium (photographic film, for example) with a narrower aspect ratio.
- 2.23 “Letterboxing”** means the practice of transferring film shot in a widescreen aspect ratio to standard-width video formats while preserving the film's original aspect ratio.
- 2.24 “HD”** means High Definition

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- 2.25 “1080i and 1080p”** (a.k.a. FHD and BT.709) is an abbreviation referring to a combination of frame resolution and scan type, used in high-definition television.
- 2.26 “720p and 720i”** (1280×720 px; also called HD Ready) is a progressive HDTV signal format with 720 horizontal lines and an aspect ratio (AR) of 16:9.
- 2.27 “XAVC”** means level 5.2 of H.264/MPEG-4 AVC, which is the highest level supported by that video standard.
- 2.28 “H.264 or MPEG-4”** Part 10, Advanced Video Coding (MPEG-4 AVC) is a block-oriented motion-compensation-based video compression standard.
- 2.29 “MPEG HD422”** doubles the chroma horizontal resolution compared to the previous generations of high-definition video XDCAM formats.
- 2.30 “MPEG HD”** means- a standard definition professional video recording format.
- 2.31 “MPEG IMX”** means a 2001 development of the Digital Betacam format. Digital video compression uses H.262/MPEG-2 Part 2 encoding at a higher bitrate than Betacam SX: 30 Mbit/s (6:1 compression), 40 Mbit/s (4:1 compression) or 50 Mbit/s (3.3:1 compression).
- 2.32 “SMPTE 356M”** means a SMPTE specification for a professional video format, it is composed of MPEG-2 video composed of only I-frames and using 4:2:2 chroma subsampling. 8 channel AES3 audio streams are also included.
- 2.33 “HDMI”** means High Definition Multimedia interface.
- 2.34 “Phantom Power”** in the context of professional audio equipment, means DC electric power transmitted through microphone cables to operate microphones that contain active electronic circuitry.
- 2.35 “Genlock”** (generator locking) is a common technique where the video output of one source, or a specific reference signal from a signal generator, is used to synchronize other television picture sources together.
- 2.36 “p-p”** means peak to peak voltage
- 2.37 “BNC”** “(Bayonet Neill–Concelman) connector is a miniature quick connect/disconnect radio frequency connector used for coaxial cable.
- 2.38 “XLR”** connector is a style of electrical connector, primarily found on professional audio, video, and stage lighting equipment.

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2.39 “1/8 miniplug” means phone connector, also known as phone jack, audio jack, headphone jack or jack plug, is a common family of electrical connector typically used for analog signals, primarily audio.

2.40 “RJ45” means “Registered Jack 45” The 8 position 8 contact (8P8C) connector is a modular connector commonly used to terminate twisted pair and multi-conductor flat cable.

2.41 “USB” is short for Universal Serial Bus

2.42 “MXF” is a multimedia format used by digital audio and video programs; contains captured audio and video data as well as metadata that describes the media stored in the file.

3. GENERAL REQUIREMENTS:

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

3.1.1 TWO Sony PXWX400KC Field/Studio Camera package (referred to as “Camera”) or equal

3.1.1.1 Camera Package operational requirements/features

3.1.1.1.1 Camera shall operate on a minimum of 11 Volts Direct Current to a maximum 17 Volts Direct Current external power

3.1.1.1.2 Camera shall have interchangeable rechargeable battery packs

3.1.1.1.3 Low power consumption circuitry

3.1.1.1.4 Camera shall operate in a minimum temperature of 32 and a maximum 104 degrees Fahrenheit.

3.1.1.1.5 Weight-balanced ergonomic design for camera operator

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3.1.1.1.5.1 When assembled with lens and accessories Camera shall exhibit a center of gravity that; when placed on an operator's shoulder or a tripod, will not tend to rise or droop due to forward or rearward static weight imbalance.

3.1.1.1.6 Camera shall have a 50pin Camera Interface and Digital Extender for fiber back connectivity and 2x lens extender

3.1.1.1.7 Camera shall have a forward facing directional microphone that connects and provides audio to be recorded through the camera to recording media.

3.1.1.2 Power

3.1.1.2.1 Vendor shall provide an AC adapter; quantity of two.

3.1.1.2.2 Vendor shall provide Lithium ion battery packs: quantity of eight (95 Watt hour capacity)

3.1.1.2.3 Vendor shall supply Charger for batteries: quantity of two.

3.1.1.3 Video Sensor

3.1.1.3.1 Camera shall utilize a 3 chip 2/3" full HD CMOS sensor

3.1.1.3.2 Minimum Resolution shall be a minimum of 1920x1080 pixels

3.1.1.3.3 Signal to noise must be 60 dB minimum

3.1.1.4 Viewfinder

3.1.1.4.1 Camera shall come equipped with an eyepiece viewfinder

3.1.1.4.2 Vendor shall provide an additional viewfinder

3.1.1.4.2.1 Additional viewfinder shall be 7 inch LCD HD Color, that will attach to camera via cable and manufacturer designed mounting hardware with the capability to pan/tilt: quantity of two.

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3.1.1.5 Lens

3.1.1.5.1 Each camera shall come equipped with Canon 20X lens or equal, quantity of two with the following features:

3.1.1.5.2 Lens shall have auto-focus capability

3.1.1.5.2.1 Vendor shall provide Remote Lens controller to enable zoom and focus controls on tripod arms.

3.1.1.5.2.1.1 Lens Controller shall be Sony MS01/X1 or equal: quantity of two.

3.1.1.5.2.1.2 Lens Controller shall connect directly to Lens and provide the following control capability

3.1.1.5.2.1.3 Zoom

3.1.1.5.2.1.4 Focus

3.1.1.5.2.1.5 Iris

3.1.1.6 Filter

3.1.1.7 Camera shall be equipped with the following on-board filters:

3.1.1.7.1 Clear

3.1.1.7.2 ¼ Neutral Density

3.1.1.7.3 1/16 Neutral Density

3.1.1.7.4 1/64 Neutral Density

3.1.1.8 Gain

3.1.1.8.1 Camera shall have the following gain selections:

3.1.1.8.1.1 -3, 0, +3, +6, +9, +12, +18, +24, +30, +36, +42 dB

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3.1.1.9 Formats

3.1.1.9.1 Camera must be High Definition with ability to provide the following formats:

3.1.1.9.1.1 1080i, 1080p, 720i, 720p, XAVC Intra at 100 MBPS, MPEG HD422 at 50 MBPS, MPEG HD at 35 MBPS, MPEG IMX at 50 MBPS

3.1.1.10 Recording

3.1.1.10.1 Camera shall record video and audio

3.1.1.10.1.1 Camera shall record 4 discrete channels of audio

3.1.1.10.2 Camera shall have 2 PCMCIA compliant slots for Express 34 cards

3.1.1.10.2.1 Vendor shall provide Adapter cards to allow use of SD memory cards

3.1.1.10.2.1.1 Adapter cards shall be Sony MEAD-SD02 or equal: quantity of eight.

3.1.1.10.2.1.2 Adapter Cards shall be PCMCIA compliant

3.1.1.10.2.1.3 Adapter cards shall accept standard SD memory cards

3.1.1.10.3 Read and Write rates shall be minimum 50 MBPS

3.1.1.10.4 Camera shall be able to record:

3.1.1.10.4.1 XAVC Intra:

3.1.1.10.4.1.1 XAVC –I mode: MPEG-4 AVC/H.264, CBG, Max 112 MBPS

3.1.1.10.4.2 XAVC Long:

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3.1.1.10.4.2.1 XAVC-L 50 Mode: MPEG-4 AVC/H.264, VBR, Max 50 MBPS

3.1.1.10.4.2.2 XAVC-L 35 Mode: MPEG-4 AVC/H.264, VBR, Max 35 MBPS

3.1.1.10.4.2.3 XAVC-L 25 Mode: MPEG-4 AVC/H.264, VBR, Max 25 MBPS

3.1.1.11 Input/Outputs

3.1.1.11.1 Camera shall have the following inputs:

3.1.1.11.1.1 Genlock input- BNC 1 V p-p, 75 Ohm, Unbalanced

3.1.1.11.1.2 Timecode input, 0.5 (minimum) to 18 (maximum) V p-p, 10 KOhm

3.1.1.11.1.3 SMPTE ST292/ST259 standard compliant, 4 channel audio, 1.5 GB (for recording source other than camera)

3.1.1.11.1.4 Two analog audio connectors, XLR, Mic or line level selectable

3.1.1.11.1.4.1 Analog connectors shall provide +48 Volts Direct Current phantom power

3.1.1.11.1.5 One AES/EBU input, XLR

3.1.1.11.1.6 DC input, 4 pin XLR, 11 (minimum) to 17 (maximum) Volts Direct Current.

3.1.1.11.2 Camera shall have the following outputs

3.1.1.11.2.1 Two SDI outputs, BNC, HD/SD selectable

3.1.1.11.2.2 Video output, SD Analog composite

3.1.1.11.2.3 Audio output, 5 pin XLR

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3.1.1.11.2.4 Timecode output, BNC

3.1.1.11.2.5 Earphone output, stereo 1/8 min plug

3.1.1.11.2.6 DC output

3.1.1.11.2.7 Power source for lens, 12 pin

3.1.1.11.2.7.1 Camera shall provide power for all motorized lens functions and operations

3.1.1.11.2.7.2 Connector shall contain 12 conductors with 12 pins corresponding to each individual conductor.

3.1.1.11.2.8 Remote, 8 pin

3.1.1.11.2.8.1 Camera shall support remote lens control and power

3.1.1.11.2.8.2 Connector shall contain 8 conductors with 8 pins corresponding to each individual conductor.

3.1.1.11.2.9 DC power for light, 2 pin

3.1.1.11.2.10 RJ45, Ethernet

3.1.1.11.2.11 USB

3.1.1.11.2.11.1 Vendor shall provide a wireless module Sony IFU-WLM3 or equal

3.1.1.11.2.12 HDMI

3.1.2 Transit Case

3.1.2.1 Vendor shall provide a carrying case for the camera- Sony LC-H300 or equal; quantity of two.

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3.1.2.1.1 Case shall be form fitted to accommodate camera and lens as an assembled unit

3.1.2.1.2 Case shall have twist to lock latching mechanisms

3.1.3 Tripod Adapter

3.1.3.1 Vendor shall provide the physical adapter plate for tripod mounting

3.1.3.1.1 Adapter plate shall be Sony VCT14 or equal: quantity of two.

3.1.3.1.1.1 Plate shall have female threaded receptacle for mounting to tripod

3.1.3.1.1.2 Plate shall have positive latching “quick release” mechanism for attaching to camera

3.1.4 Camera Adapter

3.1.4.1 Vendor shall provide a Fiber Optic Camera Adapter

3.1.4.1.1 Adapter shall be Sony CAFB70 or equal: quantity of two to enable fiber optic cable to be connected to camera and agency distribution system for use during multiple camera productions.

3.1.5 Camera Control Unit (CCU)

3.1.5.1 Vendor shall provide a Fiber Optic Camera Control Unit Sony HXCUIFB80 or equal: quantity of two to allow remote controlled “painting or colorization and light and darkness shading of images”, and multiple camera system synchronization

3.1.5.2 Vendor shall supply Rack slide kit

3.1.5.2.1 Rack slide kit shall be Sony RMM 3701 or equal: quantity of two, which enables Camera Control Unit to slide out from equipment supply rack for ease of operation.

3.1.6 Remote Control Panel (RCP)

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3.1.6.1 Vendor shall provide a Remote Control Panel Sony RCP 1500 or equal: quantity of two. Adaptor plate to enable camera telemetry information to transfer from camera to Camera Control Unit via fiber optic cable

3.1.7 Cable

3.1.7.1 Vendor shall provide a 100 meter fiber optic cable to connect between camera and Camera Control Unit(CCU) – Sony CCFN100 or equal: quantity of two. Fiber optic cable shall be 4 strand, single mode, with LC connectors

3.1.7.2 Vendor shall provide cable for interconnection between CCU and Remote Control Panel – Sony CCA5/10US or equal: quantity of two. Cable shall interface between the CCU (Camera Control Unit) and the RCP (Remote Control Panel)

3.1.8 Player/Recorder

3.1.8.1 Vendor shall provide the Sony PMWRX50 Portable Memory Recorder/Player or equal: quantity of two.

3.1.8.2 Player/Recorder shall have MPEG HD422 recording as MXF files

3.1.8.3 Player/Recorder shall have SDI input/output, HDMI and Composite output, and USB.

3.1.8.4 Player shall have a 3.5 inch Color LCD display

3.9 Media cards

3.1.9.1 Vendor shall provide Sony SBP128D SXS-PRO-D 128GB Memory Card or equal: quantity of six.

3.1.9.2 Memory cards must have max write speed of 2.8 Gigabytes per second and minimum write speed of 1.3 Gigabytes per second.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the

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Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.1.1 If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with Exhibit "A" Pricing Page their bid submission. Vendor should provide Equivalent product brochures with their submitted bid response. This information may be required before award of contract.

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

4.2 Pricing Page: Vendor should complete the Pricing Page by placing unit prices and extended prices on the lines provided for each item listed and adding the extended prices from each item and placing the sum on the Total Cost line. 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 Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 15 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to the Agency; West Virginia Educational Broadcasting Authority, attention Dave McClanahan, at 600 Capitol Street, Charleston, WV 25301.

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

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Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

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

7 Vendor Default:

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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

- 7.2.1** Immediate cancellation of the Contract.

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- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

Exhibit A - Pricing Page
FIELD/STUDIO CAMERA PACKAGE

Item	Specification	Description	Brand Bid	Model Bid	UM	Unit Cost	QTY	Extended Cost
1	3.1.1	Sony PXWX400KC Field/Studio Camera package including AC adaptor, battery charger, 4 rechargeable batteries, eyepiece viewfinder, 7" HD viewfinder, Canon 20x lens with zoom and focus controls.	Sony	PXWX400KC	Each	17,405.09	2	34,810.18
2	3.1.2	Transit Case (Sony LC-H300)	Portabrace	PB-2600DK	Each	193.99	2	387.98
3	3.1.3	Tripod Adapter (Sony VCT14)	Sony	VCT14	Each	279.00	2	558.00
4	3.1.4	Camera Adaptor (Sony CAFB70)	Sony	CAFB70	Each	4,153.30	2	8,306.60
5	3.1.5	Sony HXCUIFB80 Camera Control Unit with Sony RMM3701 Rack slide kit	Sony	CCFN100	Each	1,070.00	2	2,140.00
6	3.1.6	Sony RCP 1500	Sony	RCP-1500	Each	5,336.15	2	10,672.30
7	3.1.7	Cable, Sony CCFN100 and Sony CCA5/10 US	Sony	RMM3701	Each	365.00	2	730.00
8	3.1.8	Player/Recorder, PMWRX50 Portable Memory recorder/player	Sony	PMW-RX50	Each	3,764.85	2	7,529.70
9	3.1.9	Sony SBP128D SXS-PRO-D 128GB Memory card	Sony	SBP128D	Each	799.00	6	4,794.00
					TOTAL BID AMOUNT		69,928.76	

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.

Caroline Brzuszek, Bid Coordinator

(Name, Title)

(Printed Name and Title)

42 West 18th Street

(Address)

212-741-0401 ext.2126/ 646-758-8558

(Phone Number) / (Fax Number)

carolineb@adoorama.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.

Adorama Inc.

(Company)

Caroline Brzuszek, Bid Coordinator

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

5/14/2018

(Date)

212-741-0401 ext.2126/ 646-758-8558

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: EBA680 2 STUDIO/FIELD CAMERAS

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Adorama Inc.

Company

Authorized Signature

5/14/2018

Date

NOTE: This addendum acknowledgement 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; website: 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: Adorama INC. Address: 42 West 18th Street

Authorized Agent: Caroline Brzuszek Address: 42 West 18th Street

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: Educational Broadcasting Authority

☐ Check here if this is a Supplemental Disclosure

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

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

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

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

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

Mendel Mendlowits

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: 5/14/2018

Notary Verification

State of New York, County of New York:

I, Caroline Brzuszek, 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 14th day of May, 2018.

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: Adorama Inc.

Signed: _____

Date: 5/14/2018

Title: Bid Coordinator

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: Adorama Inc.

Authorized Signature: _____ Date: 5/14/2018

State of New York

County of New York, to-wit:

Taken, subscribed, and sworn to before me this 14th day of May, 20 18

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____