



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 @ 4

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1666136

Procurement Type: Central Purchase Order

Vendor ID: VS000049003

Legal Name: Proverally Inc

Alias/DBA: Construct Education

Total Bid: \$75,000.00

Response Date: 05/07/2025

Response Time: 12:56

Responded By User ID: ConstructEd

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Last Name: Caldwell

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SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2500000019

Published Date: 5/5/25

Close Date: 5/12/25

Close Time: 13:30

Status: Closed

Solicitation Description: Video Production Services

Total of Header Attachments: 4

Total of All Attachments: 4



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

State of West Virginia
Solicitation Response

Proc Folder: 1666136		
Solicitation Description: Video Production Services		
Proc Type: Central Purchase Order		
Solicitation Closes	Solicitation Response	Version
2025-05-12 13:30	SR 1400 ESR05062500000006814	1

VENDOR
VS0000049003 Proversity Inc

Solicitation Number:	CRFQ 1400 AGR2500000019		
Total Bid:	75000	Response Date:	2025-05-07
		Response Time:	12:56:40
Comments:			

FOR INFORMATION CONTACT THE BUYER Larry D McDonnell 304-558-2063 larry.d.mcdonnell@wv.gov		
Vendor Signature X	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	Contract Services Deliverable #1				75000.00

Comm Code	Manufacturer	Specification	Model #
82131603			

Commodity Line Comments:

Extended Description:

4.1.1 Contract Services Deliverable #1
For further details see attached documentation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Contract Services Deliverable #2				

Comm Code	Manufacturer	Specification	Model #
82131603			

Commodity Line Comments: At this time, we prefer to utilize existing drone footage from the WCVA, or incorporate footage from another vendor that has the appropriate drone certification in WV.

Extended Description:

4.1.2 Contract Services Deliverable #2
For further details see attached documentation.

List of Construct Services – 2025

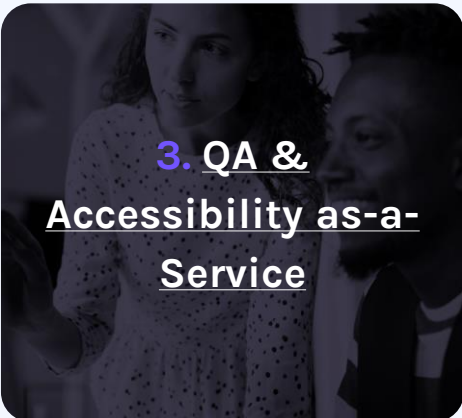
Enhance Your Team's Capacity with Construct Services



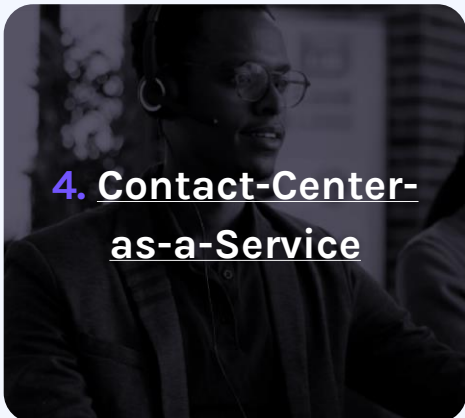
1. Media Production



2. Course Design and Development




3. QA & Accessibility as-a-Service



4. Contact-Center-as-a-Service



5. Market & Program Analysis



6. AI for Development and Learning

Presented by
Meghann Caldwell

Account Director

meghann@constructededucation.com

www.constructeducation.com

1. Media Production Menu | [link to media show and tell](#)

Type	Deliverable	Description	Example
Video	Course Intro Video Scripted, can include b-roll, course screen recordings, music	The video serves as a welcome message, outlining the course objectives, structure, and what students will gain from completing the course. It helps attract and engage potential learners.	Link to Course Intro Video
Video	PTC Video Scripted, templated motion graphics only	Piece to camera (PTC) video involves someone speaking directly to the camera, often used to convey information in a more personal and direct way.	Link to PTC Video 1 Link to PTC Video 2
Video	Full Bespoke Motion Graphic	A custom-designed animation tailored to a brand's identity and goals. A uniquely crafted with custom visuals, typography, and effects for a polished, high-quality result—ideal for marketing, presentations, or social media.	Link to custom motion graphic
Video	Templated Motion Graphic video (AI generated MG videos covered in AI section)	A pre-designed animation customized with specific text, images, and branding. It offers a cost-effective and faster solution compared to bespoke animations	Link to templated motion graphic
Video	Scenario (complex) Stock/b-roll, light motion graphic work, audio design"	A video that depicts real-life or hypothetical situations to illustrate a concept, process, or decision-making scenario. It's commonly used for training, education, marketing, or simulations to engage viewers and enhance understanding.	Link to scenario video
Video	Screen Recording (incl intro/outro templates, basic editing & cut down only)	Captures on-screen activity, directly by an expert or with voiceover or annotations, to demonstrate software, processes, or tutorials. It's widely used for training, troubleshooting, and product walkthroughs.	Link to screen recording
Video	Interactive Video	Enhances existing course videos by embedding interactive questions and learner feedback to reinforce comprehension.	Link to interactive video
Audio	Podcast	A podcast series could dive into topics like conflict resolution, work-life balance, or building professional relationships, providing actionable tips and personal anecdotes from mentors.	Link to Podcast
ILO	Immersive 360 Video / Static Experience	On-location 360-degree video and static footage recording to create interactive virtual tours for experiential learning.	Link to interactive operating room
ILO	Scrolling Parallax	A visually immersive webpage design where background and foreground content move at different speeds, improving engagement.	Scrolling P.1 Scrolling P.2
Gra- phic	Course graphics	Recreation of existing or new infographics developed from scratch	Link to Graphic Link to Infographic
Film	On-site / Remote filming	Construct could facilitate any on-site and/or remote filming	N/a

2. Course Design and Development Services

Deliverable	Description
Assessment development	Construct has experience with the development of a variety of assessments, including MCQ-style, Open Response Assessments, Peer Review, Drag and Drop (incl the option to develop any rubrics)
Course Design Incl learning assessment & strategy	<p>Construct offers comprehensive end-to-end course design services as well as targeted support for specific aspects of the design process. Our approach ensures effective learning outcomes by focusing on planning, structuring, and developing courses with a strong pedagogical foundation.</p> <p>We follow a backward design methodology, beginning with clearly defined learning objectives, then shaping the learning strategy and design principles accordingly. Our process includes:</p> <ul style="list-style-type: none"> • Adaptive learning experiences tailored to individual learner needs, • Gamification to enhance engagement and motivation, and • Accurate assessment strategies to measure learning effectively. <p>Whether you need full-course development or support with specific design elements, Construct delivers innovative, results-driven learning solutions.</p>
Course development	Construct has a lot of experience with most learning platform. Construct has a lot of templates that could be leveraged to ensure we are storyboarding in a way that resonates with the learning platform.
H5P / RISE / Storyline or similar	<p>Construct has extensive experience developing interactive learning objects through a variety of SCORM tools.</p> <ul style="list-style-type: none"> • H5P • RISE • Storyline
Course migration	Construct could handle large scale migration projects.
Custom development	Custom elements (drag and drop, flipcards, accordions, tabs image with hotspots) or any other HTML, CSS related developments on a platform.
Course Enhancement	Revising or revitalizing, to specification, a course with a light, moderate, or significant content shift.
Faculty Content Development Consultation	<p>Construct has designed a course-development best practices method to give faculty members guidance and structure while creating content, while still allowing for expertise. The service includes building a microsite as a central learning hub and several tailored sessions with key faculty to deliver content at scale.</p> <ul style="list-style-type: none"> • Link to Microsite Example

3. Quality Assurance & Accessibility-as-a-Service

Deliverable	Description
Instructional & Content QA	<ul style="list-style-type: none"> • Alignment with Learning Outcomes – All materials are reviewed to ensure they align with learning objectives, learning & assessment strategies and competency frameworks. • Engagement & Interactivity Reviews – Evaluating interactive elements (H5P, videos, adaptive assessments) to enhance engagement (opportunity to include student feedback).
Technical & Accessibility QA	<ul style="list-style-type: none"> • WCAG 2.1 Compliance Testing – Construct ensures that all new course materials developed by our team meet WCAG 2.1 compliance standards, including captioning, alt text, and keyboard navigation. For existing course content, a full WCAG compliance review and remediation services can be provided upon request. • Cross-Platform & LMS Testing – Courses are tested on various devices, browsers, and LMS environments to ensure seamless integration. • Usability & Navigation Optimization – Enhancing user experience (UX) to ensure intuitive course navigation and structure.

4. Contact-Center-as-a-Service

Support with: IT & LMS Application Enrolment Student Retention	<ul style="list-style-type: none"> • Providing real-time support for learning management system (LMS) navigation, troubleshooting, and IT-related issues. • Supporting students through the application and enrollment process, ensuring a smooth onboarding experience. • Helping institutions retain students through proactive engagement, outreach, and academic support strategies. • Construct employs a network of seasoned, certified agents leveraging the Salesforce omni channel infrastructure to deliver high-quality support. • Construct currently supports Instructure and institutions such as the University of Maryland, Southern California, Hawaii Pacific, and Oxford University.
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5. Market and Program Analysis

Market Analysis	<p>Construct offers an Academic Portfolio Market Analysis service that enables universities to make insights-based decisions to optimize their program mix for market relevance and student success to drive long-term sustainability. The report will include projected enrolment numbers (based on growth trends, market size and brand recognition), competitor performance and employment data.</p> <ul style="list-style-type: none"> • Link to program market analysis report
Program / Course Analysis	<p>At Construct Education, we specialize in enhancing online courses by improving engagement, instructional design, and student outcomes. Our structured course analysis ensures that your content is effective, accessible, and aligned with best practices while maintaining your institution's unique branding and goals.</p> <ul style="list-style-type: none"> • Link to course analysis process • Link to course analysis report

6. AI Innovations for Content Development

Deliverable	Description
AI-Bots for Course Design	Construct's AI-powered bots streamline the course development process, assisting with learning objective creation, blueprinting, storyboarding, and multimedia production. These tools enhance efficiency in scriptwriting, audio/video generation, and graphic design, ensuring high-quality, scalable content.
AI-Powered Scenario-Based Activity	An interactive learning experience featuring AI-driven characters that adapt to learner choices. These scenarios create immersive, authentic learning environments that reinforce decision-making skills and enhance engagement.
AI Scriptwriting	AI-generated scripts tailored to specific learning objectives, audience needs, and instructional design principles. Using iterative refinements, AI ensures alignment with course themes, accessibility standards, and pedagogical best practices.
AI-Powered Assessment Writing	AI-driven tools generate adaptive formative assessments that provide real-time feedback, track learner progress, and personalize content based on performance data. These assessments help create a more responsive and data-driven learning experience.

AI Innovations for Learning Experiences

Deliverable	Description
AI-Generated Videos	AI-powered digital learning assets that combine motion graphics, animations, and scripted narration into a single cohesive video. These videos enhance engagement and simplify complex concepts for learners. <ul style="list-style-type: none">• Link to AI MG sample video
AI-Powered PowerPoint Conversion	AI technology accurately transforms static PowerPoint presentations and text-based documents into dynamic, interactive learning experiences, optimizing content for digital delivery.
AI-Powered Learning Tool	AI-driven tutoring bots and virtual personas that provide learners with automated, context-aware responses based on selected course materials. Supports adaptive learning activities, real-time feedback, and writing assistance. <ul style="list-style-type: none">• Link to AI bot demonstration
AI-Powered Course Conversion	Generative AI (GenAI) solutions designed to streamline the development and transformation of learning assets, converting traditional content into engaging, interactive formats with minimal manual effort.

Client's can leverage Construct's AI-powered tools to accelerate content creation, enhance learner engagement, and streamline assessment. Whether through consulting, direct AI integration, or scalable AI-generated assets, we're ready to help optimize your next project.

Types of Creative Content & Processes

Example Content

Confidential



Contents

- | | | | |
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| 01 | The Role of Media in Learning | 11 | Premium Narrative Video |
| 02 | Visual Style Guide | 12 | Podcast |
| 03 | Course Graphic & Infographic | 13 | Scenario Video |
| 04 | Wayfinding Graphic | 14 | Screen Recording |
| 05 | GIF | 15 | Templated Motion Graphics |
| 06 | Interactive Learning Object (ILO) | 16 | Custom Motion Graphics Within PTC |
| 07 | Scrolling Parallax | 17 | Custom Motion Graphic Videos |
| 08 | Piece-to-Camera Video (PTC) | 18 | Character Animation |
| 09 | Interview Video | 19 | 360 Video |
| 10 | Course Introduction Video | | |

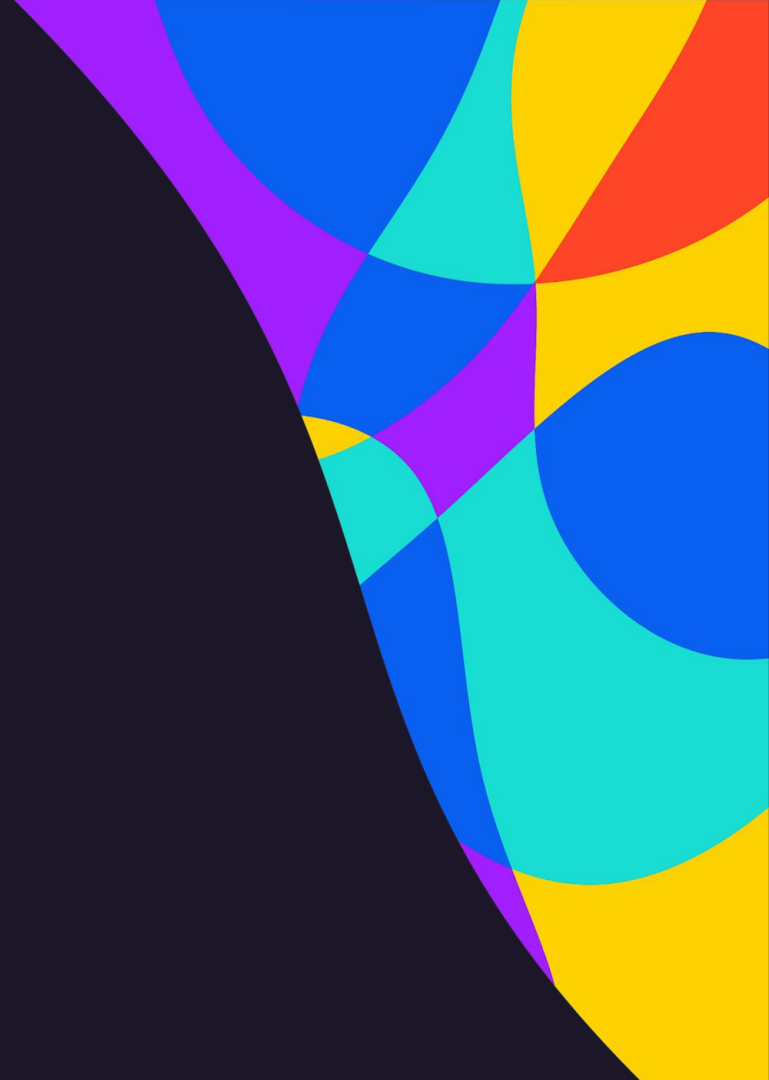
The Role of Media in Learning

The use of visuals in learning design leverages how the brain is wired to transmit richer messages, faster – then log them to long-term memory. Building on content, visuals can trigger an emotional response, increasing motivation.

In short, deeper learning occurs when text, visual, and auditory material is presented together. When multimedia is used poorly, however, it can actually deter learning.

Construct leans on [Richard Mayer's 12 principles](#) to design optimal use of multimedia in online learning.

Visual Style Guide ►



Visual Style Guide

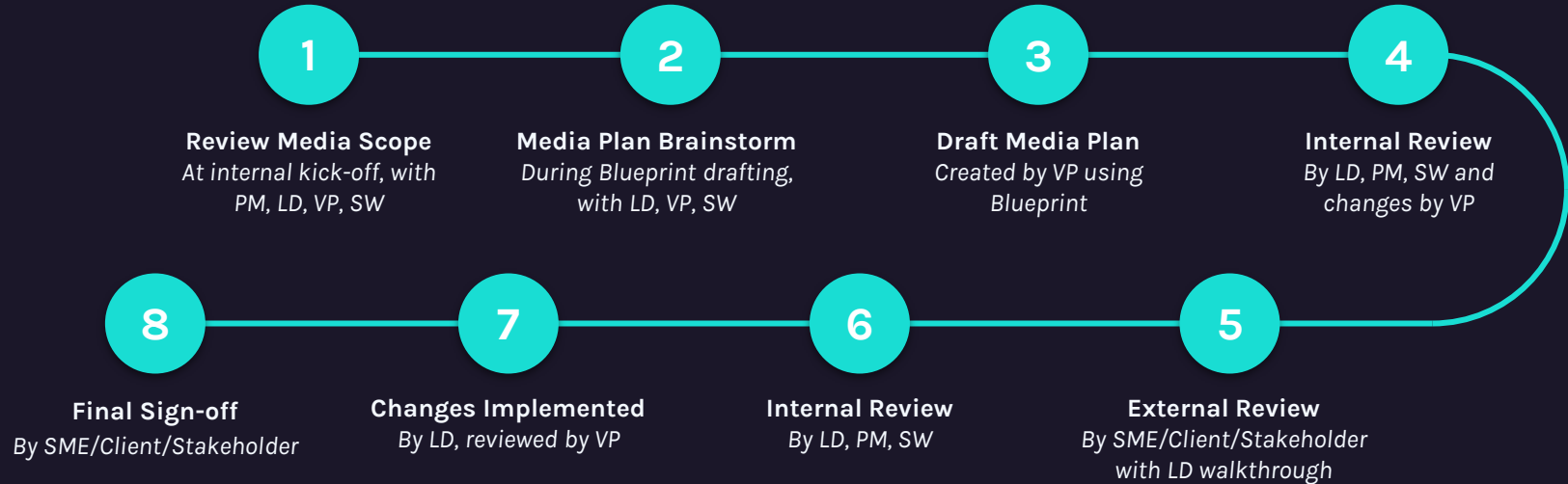
Our Visual Style Guides outline the aesthetics of your course and media to ensure consistency and style. They incorporate your existing brand guide to create a unique program look and feel.

We offer all our partners Visual Style Guides, and these will be used across their programs. Alternatively, we can customize per course using a Visual Style Guide annex.

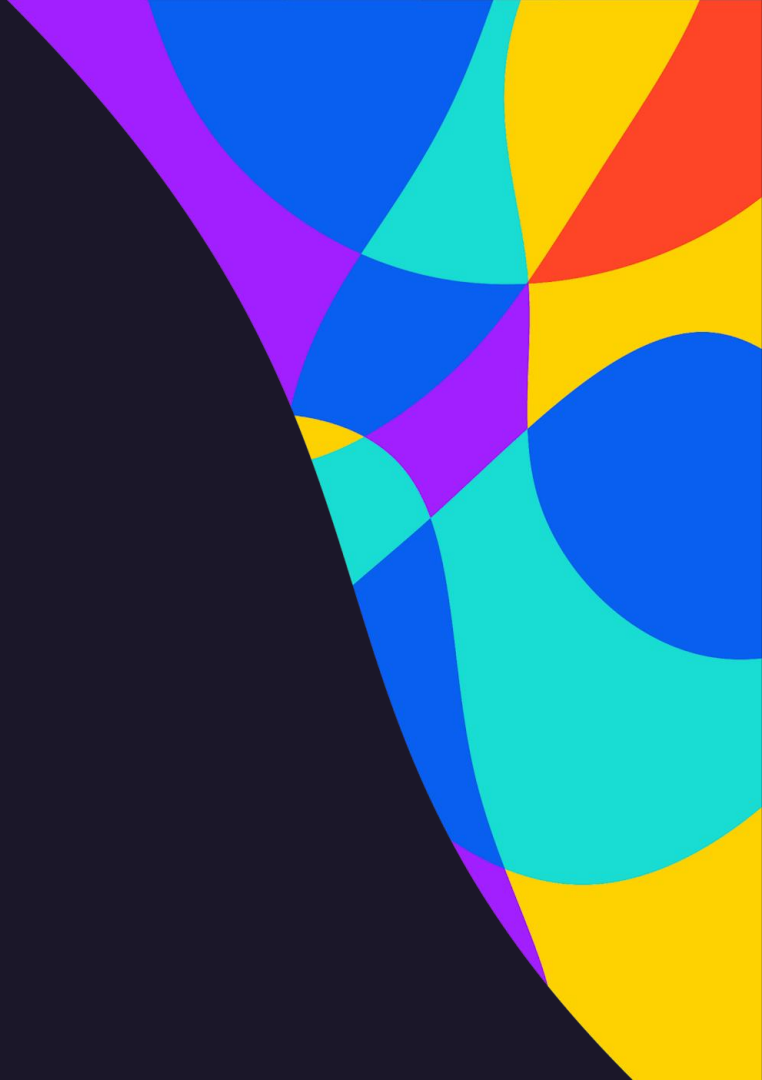


Click the thumbnails to explore each guide.

Visual Style Guide: Process Overview



Graphic Design ►

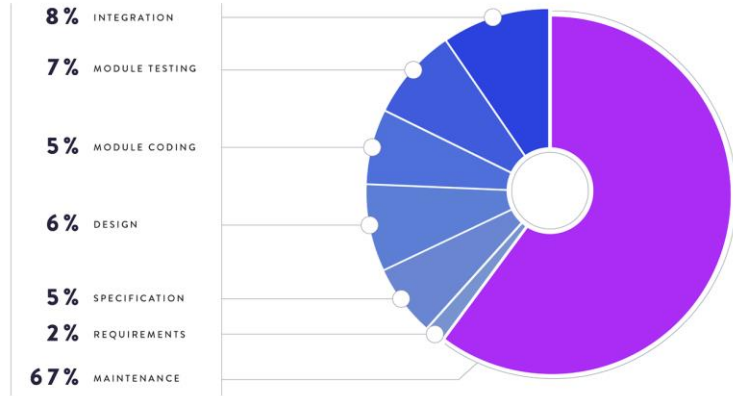


Course Graphics & Infographics

We re-create your existing graphics to match the course style, color, and font outlined in the Visual Style Guide. Our designers also create beautiful, bespoke infographics based on your concepts and learning.

Almost all courses will need course graphics. These can also be icons and banners for learner orientation, or simple visual concepts.

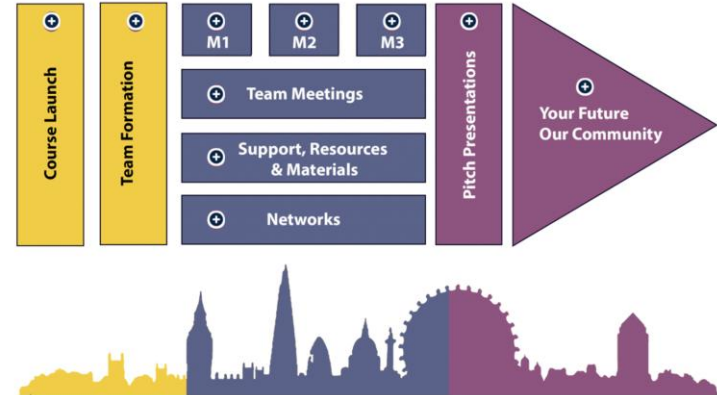
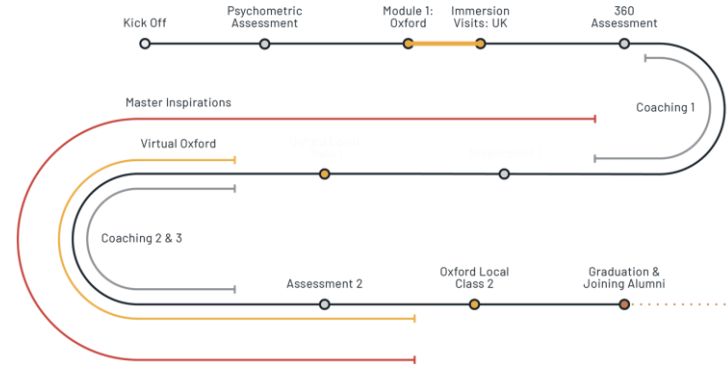
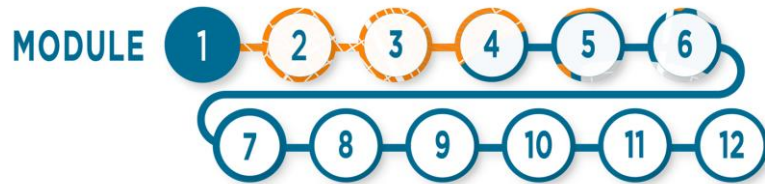
SOFTWARE LIFE CYCLE COSTS, SCHACH 2002



Wayfinding Graphic

A wayfinding graphic is a visual roadmap to the course. It lets the student know where they are in the course, what they have achieved, and what is to come. It can also highlight any async dates or submission deadlines.

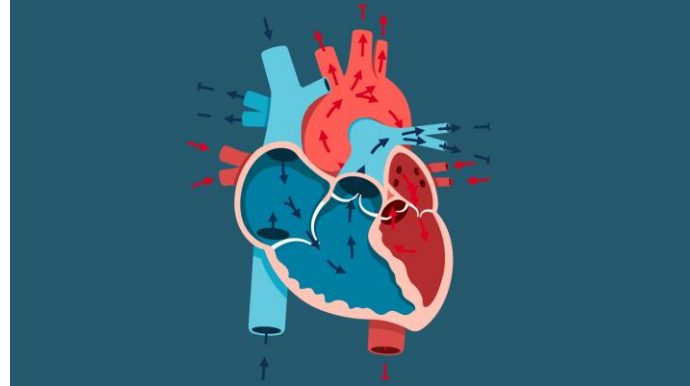
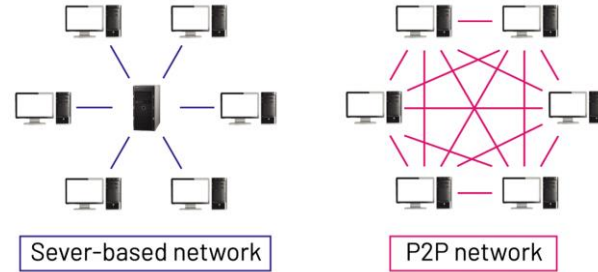
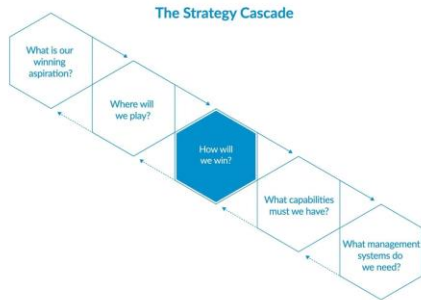
This is particularly useful when courses have both asynchronous and synchronous modules. It can help the learner track their progress and any live sessions they need to attend.



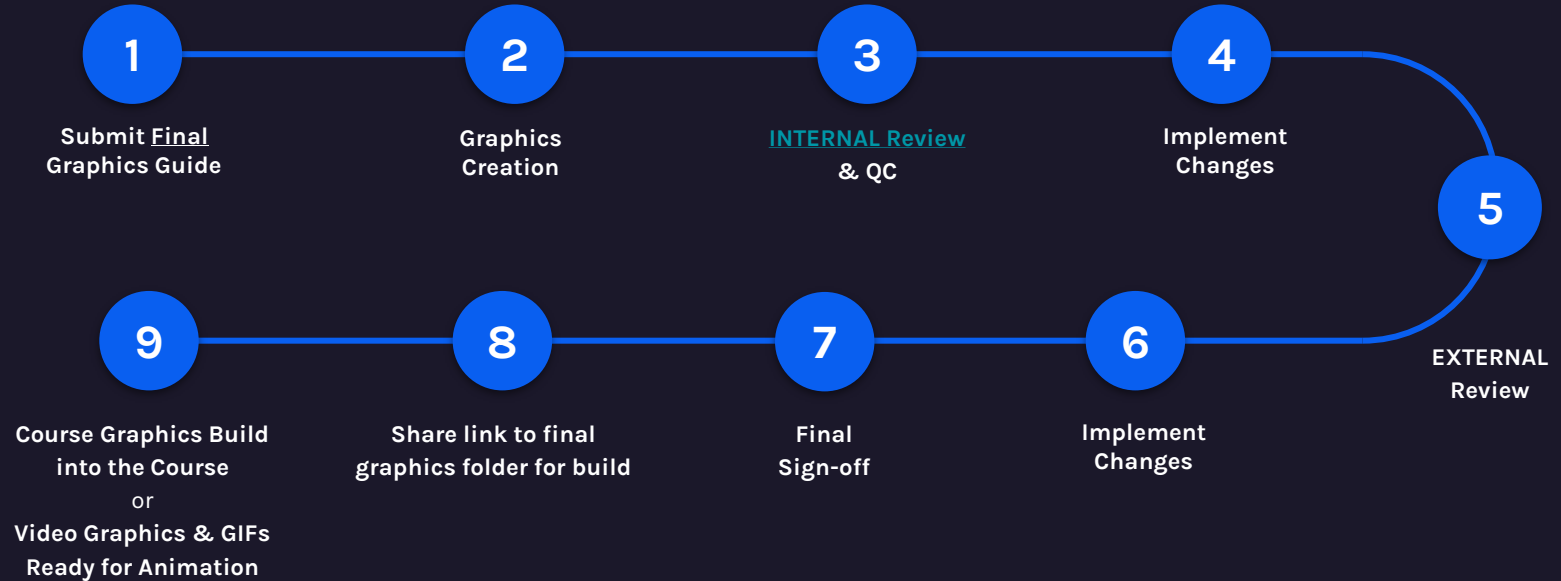
Embedded GIF

A GIF is a short (2-10 second) animated course graphic. It can be embedded into your course, auto playing and looping to help make concepts come to life.

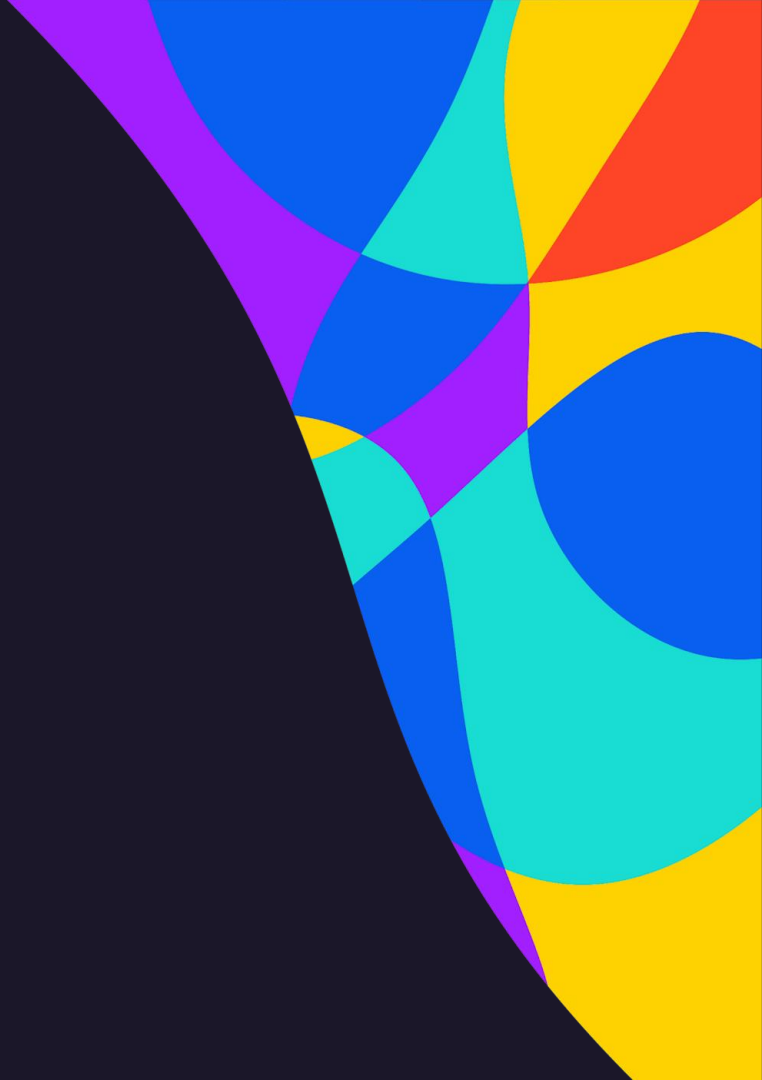
GIFs are best used where simple movement can convey the concept, like a virtual or kinetic process.



Process Overview: Graphic Design



Scroll Documents ►



Interactive Learning Object (ILO)

An ILO is a versatile platform which can be embedded into your course. It can be as simple as text and graphics with interactive questions, or it can host videos, animations, drag and drops, and beyond.

ILOs are great for teaching concepts and reinforcing learning with knowledge checks.



[Articulate RISE](#)

Ice Cream 101



[Articulate Storyline](#)

Positive Social Capital



[Articulate Storyline](#)

Bitcoin 101

Scrolling Parallax

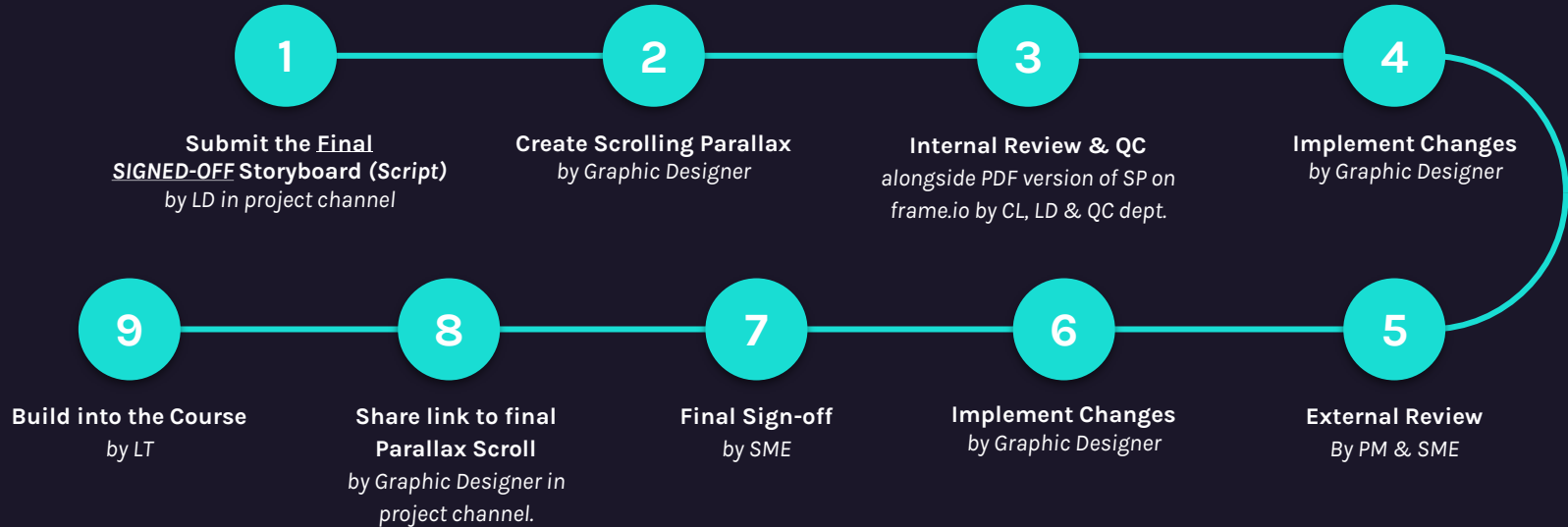
A scrolling parallax is almost like a one-page website that can be embedded into your course. It can help break up case studies into visual and text elements.

These are great for helping learners digest case studies, or setting the scene for learners to answer questions relating to case studies, using previously gained knowledge.

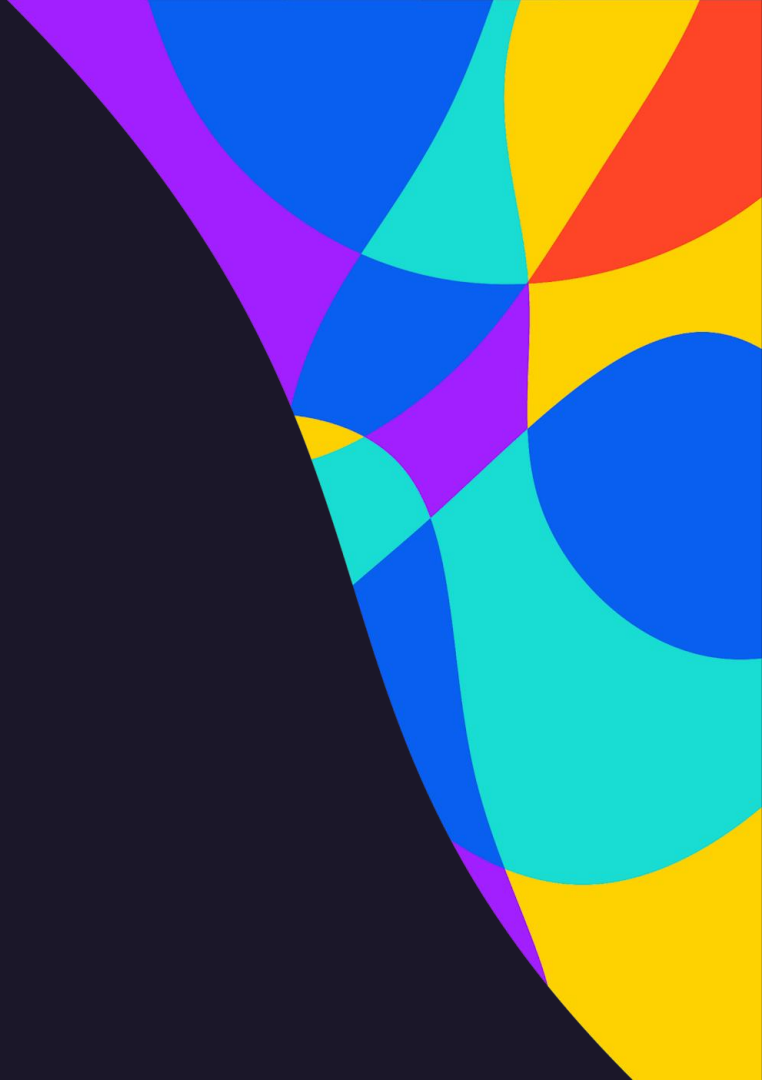


Click the thumbnails to explore each parallax.

Process Overview: Parallax Scroll



Video / Audio Editing ►



Piece-to-Camera Video (PTC)

A PTC, also known as a talking head video, is a short, scripted video usually filmed with the presenter talking directly to the camera. This is one of the most commonly used media types in online learning.

PTCs are a great way for learners to “meet” their subject matter experts. They can be used in a variety of ways, but are most effective when describing a personal story or particular concept that doesn’t require visuals.



- Build rapport and understanding
- Reciprocal relationships
- To develop internal advocacy within employers or networks

Interview Video

Interviews offer candid insights into the thoughts and experiences of subject matter experts. They can be conducted by an interviewer, or alternatively, the answers alone can be captured with the questions displayed on screen.

Interviews are a useful way of including diverse voices and stories in your course. They can be used to introduce other experts and, given their candid quality, are suitable for longer format answers.



Course Introduction Video

Course introduction videos are usually slightly more fast-paced, made up of piece-to-camera narration, music and supplemental footage. They can reveal the learning outcomes of the course, and set the learner's expectations and course tone.

A course introduction video can introduce the course experts and give insight into their experience. It can also function as a short promotional video for learners still deciding which course to take.



Premium Narrative Video

Premium narrative videos are story-based, and often filmed in multiple locations. They are media-rich components made up of piece-to-camera narration, stock footage, and music.

Premium narrative videos offer learners rich engagement and insight into case studies. They offer a metaphor or real-world connection to a concept from the course.



Scenario Video

A scenario video is a “scene setter”—a short narrative that gives learners the parameters within which they need to solve a problem. It’s entirely made up of existing footage, meaning no filming is required.

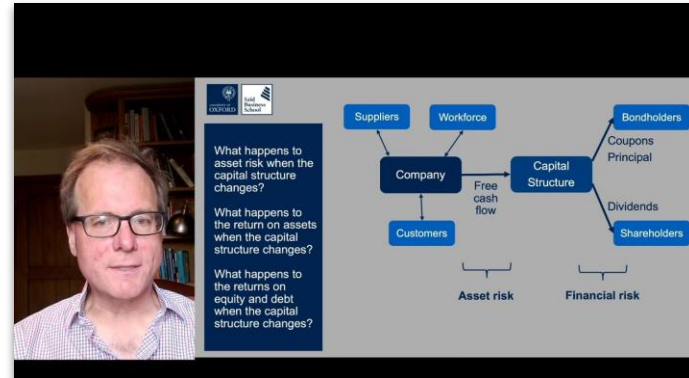
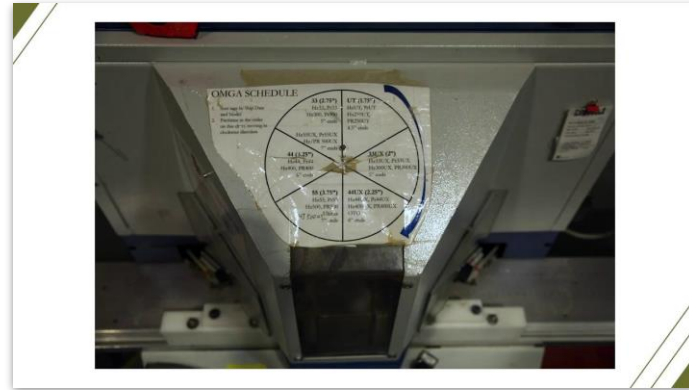
Scenario videos are best used to prime the learner to think about a problem or concept in a “real-world” situation, testing their knowledge and application of the theories learned. Scenario videos can also be used to provide context for a concept or idea.



Screen Recording

To create a screen recording, a subject matter expert can record their computer screen and walk through a presentation, spreadsheet, or application to share it candidly with the learner. The subject matter expert can record themselves at the same time through their webcam.

Screen recordings are used when an expert needs to explain a software, visuals, or to show specific steps to a process.



360° Video

360-degree videos, also known as immersive videos or spherical videos, are video recordings in which a view in every direction is recorded at the same time.

360° videos are best used when the location is the primary focus of the learning. They offer as close to real-life experiences as possible and are perfect for immersive, high-stakes problem-solving.



Click the thumbnail to explore the 360 video

Podcast

Podcasts are audio-only voice files. They can be solo narrations, interviews, or a panel debate and can be recorded in almost any location.

Podcasts work well for long format discussions, stories, and narratives. They reduce the learner's cognitive load and can often be downloaded for offline listening. This is a great media choice for low-bandwidth internet users, or for experts in different geographical locations.



[Whole School Leadership](#)

Long-form interview



[Supply Chain Management](#)

Expert discussion



[The BBC's "Infinite Monkey Cage"](#)

Panel discussion

Video Creation: Process Overview

Notes:

Once the footage and post-production scripts has been received by the producer, this process begins. The videos in question should be included in your media plan, named correctly, with any edit notes ahead of Production's work on it, to save time. Please include any creative suggestions you have, as we'd love to hear what you think, we can do, to keep the client happy and deliver top notch work!



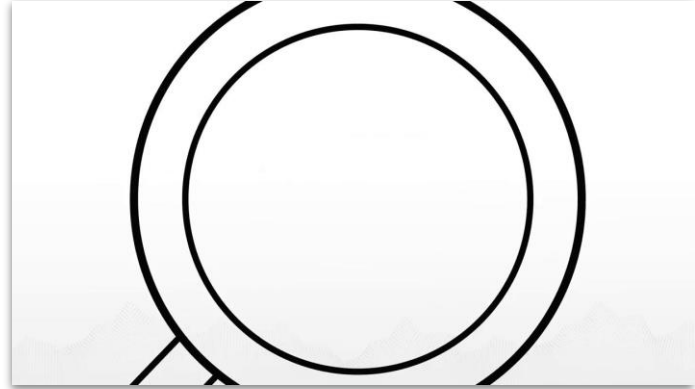
Motion Design & Animation ►



Templated Motion Graphics

Templated motion graphics are created to explain basic concepts that don't require custom design work where the voice over is the main focus. It consists of templated scenes (intro, text and icons) that can be used as a guide to create more videos.

Templated motion graphics are not meant to be sold as a low cost option, rather as an option if the client does not need more complex videos.



Custom Motion Graphics Within a PTC

Custom motion graphics are individual animations designed specifically for the use in one video. They can vary from pop-up icons to highlight a certain point to full-screen moving infographics. They are truly bespoke and can fit any need.

Custom motion graphics can offer a good mix of live video of an expert and animated video. They work particularly well when graphics previously used in the course are then animated in the video, bringing the static visuals to life.



Basic Motion Graphic Video

Simple motion graphic videos are 2D animations that bring a concept, story, or idea to life through visuals and narration. The visuals are mainly icons and text.

Simple motion graphic videos have a wide range of applications across learning, but they are best used to explain singular complex concepts or to give context to the “bigger picture.”



Custom Motion Graphic Video

Custom motion graphic videos are uniquely designed 2D animations that bring a concept, story, or idea to life through visuals and narration. The complexity of the visuals range from simple line, text, and icons to bespoke, complex designs.

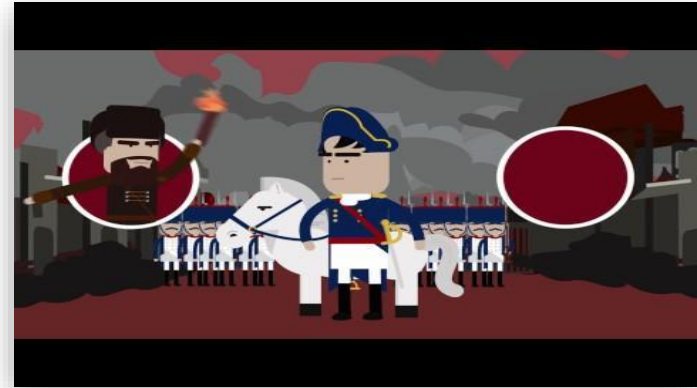
Custom motion graphic videos have a wide range of applications across learning, but they are best used to explain singular complex concepts or to give context to the “bigger picture.”



Character Animation

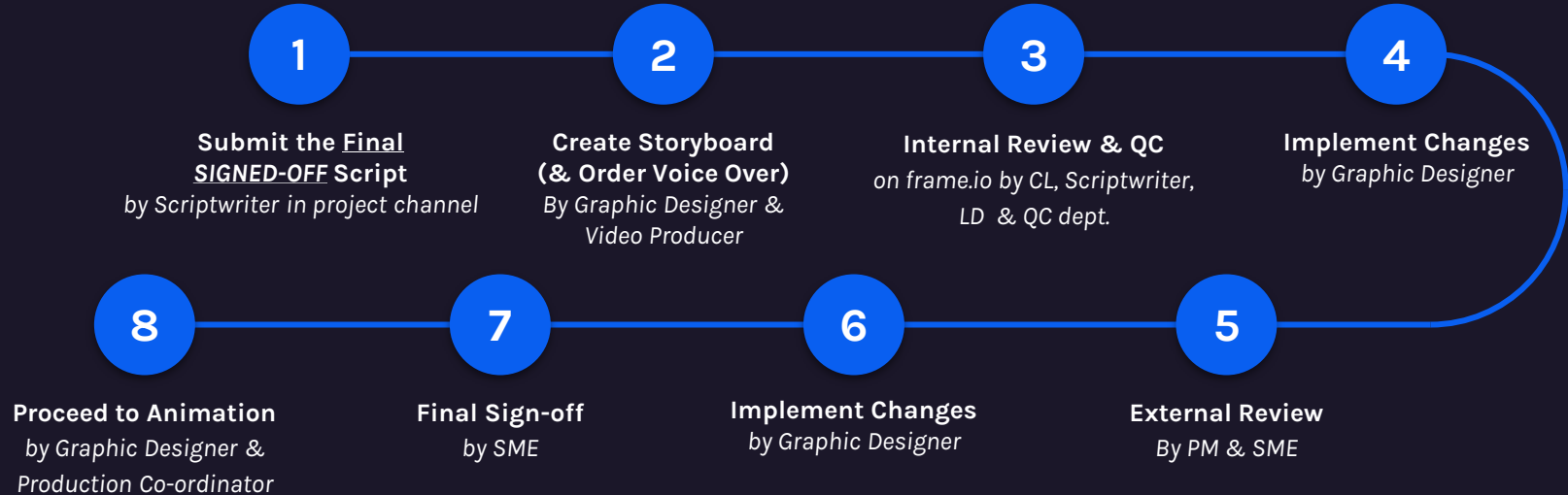
Character animation is similar to custom motion graphics but involves human, animal, or robotic characters. These videos can bring “real-world” scenarios to life. During the creation process, each character requires a “rig” in order to move like they would in real life.

Due to the labor-intensive rig and animation process, character animations are best used when a series of videos is needed throughout a course using the same characters.



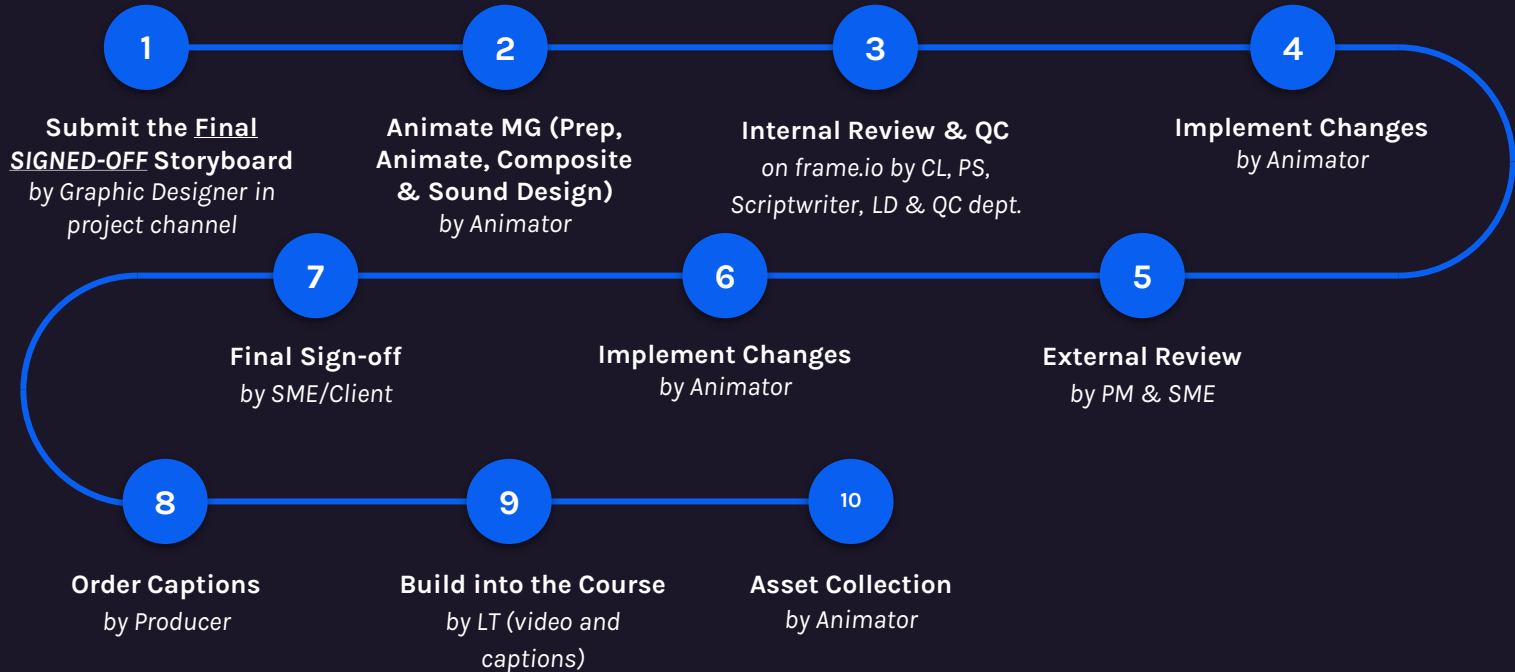
Motion Graphic - Storyboard Phase:

Process Overview



Motion Graphic - Animation Phase:

Process Overview



Character Animation - Animation Phase:

Process Overview







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

State of West Virginia
Centralized Request for Quote
Agricultural

Proc Folder: 1666136			Reason for Modification: To post Addendum 02
Doc Description: Video Production Services			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-05	2025-05-12 13:30	CRFQ 1400 AGR2500000019	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:
Vendor Name : Construct Education
Address : 823 Congress Ave. Suite 150 - 1581,
Street :
City : Austin
State : TX **Country :** USA **Zip :** 78701
Principal Contact : Meghann Caldwell, Account Director
Vendor Contact Phone: 773-571-4585 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell
304-558-2063
larry.d.mcdonnell@wv.gov

Vendor
Signature X

FEIN#

824274397

DATE

05/07/2025

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

ADDITIONAL INFORMATION
Addendum 02: To attach answers to vendor questions.
To revise the following sections in the specifications (see attached): Section 4.1.2.1 Section 5.2
Corrections / modifications to commodity lines 1 and 2.
Bid opening date has been extended from 05/07/2025 to 05/12/2025.
The bid opening time still remains at 1:30PM EST/EDT
No other changes

INVOICE TO	SHIP TO
WEST VIRGINIA CONSERVATION AGENCY 1900 KANAWHA BLVD E CHARLESTON WV US	WEST VIRGINIA CONSERVATION AGENCY WEST VIRGINIA CONSERVATION AGENCY 255 GUS R DOUGLASS LN CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Services Deliverable #1				

Comm Code	Manufacturer	Specification	Model #
82131603			

Extended Description:
4.1.1 Contract Services Deliverable #1

For further details see attached documentation.

INVOICE TO			SHIP TO		
WEST VIRGINIA CONSERVATION AGENCY 1900 KANAWHA BLVD E			WEST VIRGINIA CONSERVATION AGENCY WEST VIRGINIA CONSERVATION AGENCY 255 GUS R DOUGLASS LN		
CHARLESTON		WV	CHARLESTON		WV
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Services Deliverable #2				

Comm Code	Manufacturer	Specification	Model #
82131603			

Extended Description:
 4.1.2 Contract Services Deliverable #2

 For further details see attached documentation.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Questions Due by 2:00PM EST/EDT	2025-04-23

SOLICITATION NUMBER: CRFQ AGR25*19

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

To attach answers to vendor questions.

To revise the following sections in the specifications (see attached):

Section 4.1.2.1

Section 5.2

Corrections / modifications to commodity lines 1 and 2.

Bid opening date has been extended from 05/07/2025 to 05/12/2025.

The bid opening time still remains at 1:30PM EST/EDT

No other changes

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

Terms and Conditions:

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

1. Are you working within any set budget?

Answer: It is not in the best interest of the State to release budget information for this project.

2. Will these videos be in English only?

Answer: Yes

3. Are out-of-state vendors permitted to respond?

Answer: Out-of-State vendors are permitted to respond to this solicitation.

4. Will videos require any other formats aside from 16:9?

Answer: No

5. Do you have any previous examples/samples you can share?

Answer: This is a new project. We are more interested in the samples that vendors can provide to meet the needs of the GLCI grant. Yet for examples of past WVCA work, please search for and visit the West Virginia Conservation Agency YouTube Channel and look at our produced (non-streamed meetings) videos. As one example, look at the “Furrow Family Farm” video.

6. Will captioning be needed?

Answer: Captioning in terms of any ADA-related concerns could be handled post-delivery. That would not be a requirement of the vendor. Yet reasonable titles and graphic text within the videos to identify practices or features within the video (which are standard and not ADA-related) will be needed, and much of that will be at the determination of the video vendor.

7. Are the 8 filming days (4.1.1.7) for full-crew shoots of Pasture Walk/Train-the-Trainer/Farmer Testimonial across 5 locations (4.1.1.11), expecting 2–3 videos/day (4.1.1.8) in 5 days, with 3 extra days for scheduling (4.1.2.3) or weather?

Answer: The three (3) extra days will be allotted for travel on either side of filming days. We are not allotting for any “weather days,” and will be planning our presentation days ahead of time.

8. Do pre-planned scripts and locations (Page 24) include shot lists and schedules to enable this efficiency?

Answer: The presenters have been tasked to develop the material that will be filmed. The video vendor will need to be prepared to film those presentations. Schedules will be prepared. Shots can be discussed on site with WVCA consultants before filming begins. The presenters will be prepared to allow for vendors' camera setup before and during filming.

9. Does the Farmer Testimonial (4.1.1.6) involve multiple farmers?

Answer: One farmer per farmer testimonial video in two cases. For the third, it's possible we will film a couple together talking about their farm. We are planning for three of these videos in total.

10. Is full drone production (capturing and editing footage) required for Commodity Line 2 (4.1.2.1–2), or is editing WVCA-provided drone footage (4.1.1.14) sufficient for Line 2?

Answer: Editing WVCA-provided drone footage is sufficient for Line 2.

11. Is the flat fee (Page 28, 7. PAYMENT) paid as a lump sum after all videos are accepted (4.1.1.12), or are milestone payments possible (e.g., per video, given 4.1.1.18)?

Answer: Invoice will be paid as a one-time lump sum once all services and/or goods are received.

12. In reference to the solicitation CRFQ AGR25-19 for Educational Video Production Services, we would like clarification on the scheduling requirements outlined in section 4.1.1.18, which states that the Vendor must be capable of scheduling and filming one educational video within 10 business days of solicitation award, and section 4.1.2.3, which requires the Vendor to work with WVCA to align with presenters' schedules during May, June, July, and August 2025.

If the Vendor has a pre-existing, confirmed shoot scheduled with another client on a date that the West Virginia Conservation Agency (WVCA) subsequently requests for filming, is the Vendor obligated to prioritize the WVCA's filming request over the pre-booked shoot?

Answer: WV Conservation Agency will work with vendor to accommodate any vendor's pre-scheduled obligations, however WV Conservation Agency requires that vendor must be willing to finalize filming (not including editing) to finalize all filming between May 1, 2025, through August 31, 2025, as it relates to Presenter's schedule(s).

13. Alternatively, are there provisions for negotiating alternative filming dates to accommodate such scheduling conflicts?

Answer: Yes. See answer to Question 12.

14. Do you have a firm budget in which the offeror should not exceed?

Answer: See answer to Question #1.

15. There is mention of drone footage and accepting previously filmed footage or filming new footage. Do you have a preference? We are certainly able to accept previously filmed footage, and we also have an in-house, certified drone operator who can film new footage.

I ask because of course there would be a big difference in price between a drone operator filming on site for 8 days versus us taking footage from your team. If you could clarify that would be great or if you'd like us to include it as an optional line item we could do that as well.

Answer: Vendor **should** anticipate drone operator be on site for 5 days maximum. Reference RFQ 4.1.2.1.

16. I also didn't see a proposal format required for this- is there a certain format or we can create our own?

Answer: You may attach a proposal in your own format to your bid submission, but you must also enter required values into wvOASIS Commodity Lines #1 and #2.

17. Are the 5 Fully Edited and Finalized pasture walk videos each 45-60 minutes, or is 45-60 minutes the total running time for all 5 pasture walk videos added together?

Answer: Each video will be 45-60 minutes. Editing will be somewhat minimal, however, 80% minimum of what is filmed is expected to be included in each video. Presenters will be responsible for developing the content that the videographers will film.

18. Are the 5 Fully Edited and Finalized Train-the-Trainer videos each 45-60 minutes, or is 45-60 minutes the total running time for all 5 train-the-trainer videos added together?

Answer: Each video will be 45-60 minutes. Editing will be somewhat minimal, however, 80% minimum of what is filmed is expected to be included in each video. Presenters will be responsible for developing the content that the videographers will film.

19. Is it your preference for the vendor to incorporate pre-existing drone fly-over footage or for the vendor to film original drone fly-over footage as part of this contract?

Answer: No preference. It is more at the discretion of the vendor if they prefer to use their own drone flyover footage or are willing to accept the WVCA flyover footage.

20. How many of the 8 planned shoot days will required drone footage to be filmed?

Answer: Five maximum, if the vendor prefers to film their own drone footage.

21. How many overnight stays do you anticipate needing for this contract?

Answer: That would depend solely on the travel needs of the vendor, and where they are travelling from. See filming locations listed in section 4.1.1.11.

22. Can you please detail what prices should be entered on wvOASIS as commodity line 1 and commodity line 2?

Answer: All costs for Contract Deliverable #1 shall be entered into Commodity Line #1 (Reference 4.1.1.1 – 4.1.1.19)

All costs for Contract Deliverable #2 shall be entered into Commodity Line #2 (Reference 4.1.2.1 -4.1.2.4)

23. What is the budget for this project?

Answer: See Answer to Question 1.

24. Is there an incumbent vendor for this project?

Answer: No.

25. If there is an incumbent for video production services, who is that vendor and what are the details of the most recent contract? i.e. contract number and dollar amount?

Answer: See Answer to Question #24.

26. Is there a written proposal component for this submission?

Answer: See answer to Question #16.

27. How should we submit the "Vendor must provide, upon request, one example of work to WV Conservation Agency for evaluation prior to award."

Answer: Upon request by WV Conservation Agency, vendor should submit an example of work for evaluation via web-link, flash drive, or other format approved by agency.

28. If completing this bid on wvOasis what if anything should be uploaded to the platform as an attachment as part of our submission?

Answer: See Answer to Question #16.

Revisions / Clarification:

Revised Section 4.1.2.1: Vendor should own or have access to a drone and appropriate drone camera(s) for providing flyover footage. Vendor *should* anticipate a drone operator be onsite for a maximum of 5 days.

Revised Section 5.2 Pricing Page: Vendor should complete the Pricing Page by adding amount in commodity line 1 (one) and commodity line 2 (two) in WV Oasis. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS.

Clarification: There is no electronic pricing page available. The contract amount for Contract Services Deliverable #1 and #2 should be entered on commodity lines 1 and 2.

Corrections / Modifications

Commodity Line 1 description is revised to state:

Contract Services Deliverable #1

Commodity Line 2 description is revised to state:

Contract Services Deliverable #2

Commodity Line 2 extended description is revised to state:

4.1.2 Contract Services Deliverable #2

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ AGR25*19

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Construct Education

Company



Authorized Signature

05/07/2025

Date

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



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

State of West Virginia
Centralized Request for Quote
Agricultural

Proc Folder: 1666136			Reason for Modification:
Doc Description: Video Production Services			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-04-15	2025-04-30 13:30	CRFQ 1400 AGR2500000019	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:
Vendor Name : Construct Education
Address : 823 Congress Ave. Suite 150 - 1581,
Street :
City : Austin
State : TX **Country :** USA **Zip :** 78701
Principal Contact : Meghann Caldwell, Account Director
Vendor Contact Phone: 773-571-4585 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell
304-558-2063
larry.d.mcdonnell@wv.gov

Vendor
Signature X

FEIN#

824274397

DATE

05/07/2025

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

ADDITIONAL INFORMATION

The State of West Virginia Purchasing Division, is soliciting bids for the agency, West Virginia Conservation Agency, to establish a contract for Video Production Services, per the attached documentation.

Questions regarding the solicitation must be submitted in writing to Larry.D.McDonnell@wv.gov prior to the question period deadline

INVOICE TO

WEST VIRGINIA
CONSERVATION AGENCY
1900 KANAWHA BLVD E

CHARLESTON WV
US

SHIP TO

WEST VIRGINIA
CONSERVATION AGENCY
WEST VIRGINIA
CONSERVATION AGENCY
255 GUS R DOUGLASS LN

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Video Production Services				

Comm Code	Manufacturer	Specification	Model #
82131603			

Extended Description:

4.1.1 Contract Services Deliverable #1

For further details see attached documentation.

INVOICE TO

WEST VIRGINIA
CONSERVATION AGENCY
1900 KANAWHA BLVD E

CHARLESTON WV
US

SHIP TO

WEST VIRGINIA
CONSERVATION AGENCY
WEST VIRGINIA
CONSERVATION AGENCY
255 GUS R DOUGLASS LN

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Educational Videos for GLCI				

Comm Code	Manufacturer	Specification	Model #
82131603			

Extended Description:

4.1.2 Contract Services Deliverable #1

For further details see attached documentation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Questions Due by 2:00PM EST/EDT	2025-04-23

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. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

☐ 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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. 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.

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.

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 to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: April 23, 2025 by 2:00PM EST/EDT

Submit Questions to: Larry D. McDonnell
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: larry.d.mcdonnell@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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 or via delivery by mail).

Bid Opening Date and Time: April 30th, 2025 at 1:30PM EST/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 Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

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

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

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

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

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of UPON AWARD to
October 31, 2025. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.

☒ Liquidated Damages Are Not Included in this Contract.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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

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

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

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

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.


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.

Meghann Caldwell, Account Director
(Printed Name and Title) _____
(Address) 823 Congress Ave. Suite 150 - 1581, Austin, Travis County, TX 78701
(Phone Number) / (Fax Number) 773-571-4585
(email address) meghann@constructededucation.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Construct Education

(Company) 

(Signature of Authorized Representative) _____
Meghann Caldwell, Account Director 05/07/2025

(Printed Name and Title of Authorized Representative) (Date)
773-571-4585

(Phone Number) (Fax Number) _____
meghann@constructededucation.com

(Email Address) _____

REQUEST FOR QUOTATION
Educational Video Production Services
CRFQ AGR25*19

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of **WV Conservation Agency to establish a contract for Video Production Services**. The primary purpose of these videos is to serve as educational media for conservation technical staff and the farmers in the communities they serve. Through the pathways of these videos, staff will have the ability to further educate themselves on these agricultural subjects. Farmers will have the ability to learn how to implement conservation-based practices within their farming operations. The primary audience for these videos is individuals working within land management, conservation, agricultural, and natural resources-relevant career fields. Farmers, and youth interested in such pursuits (FFA/Future Farmers of America and 4-H), are also part of this target audience.

WVCA consultants will provide all scripts for the videos. Vendor suggestions are not unwelcome, but WVCA Consultants will supply all necessary scripts/presentations to film. Five Pasture Walk and five Train-the-Trainer videos will be pre-planned presentations (the presenters and WVCA consultants will pre-plan them) that the production team will need to film. A script will be provided to farmers containing questions that will be used in the Farmer Testimonial videos described herein.

The subjects of these conservation/agricultural videos are Nutrient Management, Soil Health, Weed Control, Grazing Techniques, and Forages.

WVCA Consultants are expecting "Standard Production Quality". Standard Production Quality means: Professional video quality, professional video ability of vendor. Standard production quality would consist of use of middle grade, standard video equipment, such as professional recording equipment, and or the use of lighting or sound equipment to capture necessary quality and clarity of audio, video, and angles. We do expect at least two videographers available to be filming on site at all times, from different camera angles. (See 4.1.1.16 and 4.1.1.17 herein.) There will be no need for professional voiceovers or animations with these videos.

The filming locations will be very specific and will be set by the WVCA Consultants. (See 4.1.1.10.) Farmer Testimonial videos will be filmed in locations within a 30-mile radius of the five locations specified within 4.1.1.10.

WVCA will create or use a website of their choice where the videos will be published and housed. WVCA may also choose to post the videos on YouTube. These videos will also be shared in educational environments, such as state FFA and 4-H groups. WVCA owns all rights to videos and will reserve the right to publish the videos as they see fit.

REQUEST FOR QUOTATION
Educational Video Production Services
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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 Services”** means **Training Video Production Services for Grazing Lands Conservation Initiative** as more fully described in these specifications.

2.2 **“Pricing Page”** means the pages contained in wvOASIS, upon which Vendor should list its proposed price for the Contract Services.

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 **“GLCI”** means Grazing Lands Conservation Initiative.

2.5 **“WVCA Consultants”** means WV Conservation Agency Staff or designee.

2.6 **“STANDARD PRODUCTION QUALITY”** means professional video quality, professional video ability of vendor. Standard production quality would consist of use of middle grade, standard video equipment, such as professional recording equipment, and or the use of lighting or sound equipment to capture necessary quality and clarity of audio, video, and angles.

2.7 **WVCA MEANS WEST VIRGINIA CONSERVATION AGENCY.**

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1 Vendor receiving award for this solicitation must provide a minimum of 2 years of related experience in the field of professional video production, upon request by WVCA.

4. **MANDATORY REQUIREMENTS:**

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

4.1.1 **Contract Services Deliverable # 1**

4.1.1.1 Vendor must film and edit a total of 11 (eleven) educational videos for the WVCA.

REQUEST FOR QUOTATION
Educational Video Production Services
CRFQ AGR25*19

- 4.1.1.2** Vendor must have ability to shoot videos in both a classroom environment and outdoor environment.
- 4.1.1.3** Vendor must produce 5 (five) Fully Edited and Finalized pasture walk videos that are 45 minutes minimum length and 60 minutes maximum length. Fully Edited and Finalized videos means videos ready for publishing.
- 4.1.1.4** Vendor must produce 5 (five) Fully Edited and Finalized Train-the-Trainer videos that are 45 minutes minimum length and 60 minutes maximum length. Fully Edited and Finalized videos means, videos ready for publishing.
- 4.1.1.5** Vendor must have ability to film simultaneously from two or more camera angles during all video shoots. Each camera that is filming must be manned by at least one of the vendor's videographers and therefore, must have two or more videographers on set during filming at all times.
- 4.1.1.6** Vendor must produce 1 (one) Farmer Testimonial video that is 7 (seven) minutes minimum length and 12 (twelve) minutes maximum length.
- 4.1.1.7** Vendor must travel for 8 individual days of filming maximum.
- 4.1.1.8** Vendor must be capable of filming more than 1 (one) Educational Video site on a particular day where the filming locations are within 30 (thirty) miles of Primary Filming Location. Primary Filming Location means locations defined in section 4.1.1.11.
- 4.1.1.9** Vendor must provide own Standard Production Quality video equipment. Mobile/Cellular phone cameras should be used as ancillary video equipment only.
- 4.1.1.10** Vendor must travel up to thirty (30) miles from any listed filming location to obtain Farmer Testimonial video.
- 4.1.1.11** Vendor must film videos at the following locations:

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- 4.1.1.11.1 Weston, WV
- 4.1.1.11.2 Morgantown, WV
- 4.1.1.11.3 Moorefield, WV
- 4.1.1.11.4 Keedysville, MD
- 4.1.1.11.5 Raphine, VA

- 4.1.1.12 Vendor must deliver final product no later than Friday, October 31, 2025.

- 4.1.1.13 Vendor must be willing to receive advisement and/or suggestions from WVCA consultants with regard to all video production practices. Including but not limited to content.

- 4.1.1.14 Vendor must be capable of accepting and/or using drone footage provided by WVCA consultants using mp4 and/or mov file format(s) at minimum OR provide fully edited drone flyover footage for inclusion in up to 11 (eleven) Educational Videos.

- 4.1.1.15 Vendor must provide, upon request, one example of work to WV Conservation Agency for evaluation prior to award.

- 4.1.1.16 Vendor must always have two or more videographers on site during filming.

- 4.1.1.17 Vendor must have the ability to film simultaneously from two or more camera angles during all video shoots. Each camera that is filming must be manned by at least one of the vendor's videographers. Must have ability to travel overnight and secure necessary accommodations for required on-site filming, if necessary, at vendor's cost

- 4.1.1.18 Vendor must have capability to schedule and film one (1) educational video within 10 business days of solicitation award.

- 4.1.1.19 Vendor must provide own transportation for filming at all video locations.

4.1.2 Contract Services Deliverable # 2

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- 4.1.2.1 Vendor should own or have access to drone and appropriate drone camera(s) for providing flyover footage.
- 4.1.2.2 Vendor should be willing to provide fully edited videos of drone flyover footage for inclusion in up to 11 Educational Videos.
- 4.1.2.3 Vendor should work with WVCA to align with presenters' schedules at filming locations. during the months of May, June, July, and August of 2025.
- 4.1.2.4 Vendor must provide, upon request, FAA Remote Pilot Drone Certification(s).

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by adding amount in commodity line 1 (one) and commodity line 2 (two) in WV Oasis. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: larry.d.mcdonnell@wv.gov

- 6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. **PAYMENT:** Agency shall pay flat fee as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

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9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to the Agency's facilities. If access cards and/or keys are required:

9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

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

10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

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11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Meghann Caldwell, Account Director
Telephone Number:	773-571-4585
Fax Number:	
Email Address:	meghann@constructededucation.com