



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

# Request for Quotation

|            |
|------------|
| RFQ NUMBER |
| EBA170     |

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| PAGE |
| 1    |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| SHELLY MURRAY<br>304-558-8801          |

RFQ COPY

Elizabeth George  
 Talking Type Captions  
 10812 Saint Paul Street  
 Kensington, MD 20895

EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
|--------------|---------------|----------|-------|---------------|
| 07/24/2008   |               |          |       |               |

BID OPENING DATE: 08/12/2008 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001   | 1        | LS  |        | 915-78      |            |        |
| <p>THE WV PURCHASING DIVISION, FOR THE AGENCY, WV EDUCATIONAL BROADCASTING, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH CLOSED CAPTIONING SERVICES FOR WVPBS TELEVISION NETWORK.</p> <p>ATTACHMENTS: SPECIFICATIONS PURCHASING AFFIDAVIT</p> <p>RECEIVED<br/>2008 SEP 25 A 9:48<br/>PURCHASING DIVISION STATE OF WV</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p> |          |     |        |             |            |        |

|   |                           |                                   |  |
|---|---------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |                           |                                   |  |
| SIGNATURE<br><i>Elizabeth George</i>      | TELEPHONE<br>304-933-1900 | DATE<br>8/8/08                    |  |
| TITLE<br>v.p. Marketing                   | FEIN<br>542113599         | ADDRESS CHANGES TO BE NOTED ABOVE |  |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS:

SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
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3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
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**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 ELIZABETH GEORGE  
 Talking Type Captions  
 10812 St. Paul Street  
 Kensington, MD 20895

**SHIP TO**  
 EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

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| 07/24/2008   |               |          |        |               |

BID OPENING DATE: **08/12/2008** BID OPENING TIME **01:30PM**

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|--|----------|-----|---------|-------------|------------|--------|
| <p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                              |                        |                                   |
|------------------------------|------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 301-933-1900 | DATE 8/8/08                       |
| TITLE V.P. Marketing         | FEIN 542113599         | ADDRESS CHANGES TO BE NOTED ABOVE |

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**EBA170**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY**  
**304-558-8801**

RFQ COPY

TYPE NAME/ADDRESS HERE

**ELIZABETH GEORGE**

Talking Type Captions

10812 St. Paul Street

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| <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</b></p> <p><b>REV. 04/11/2001</b></p> <p><b>EXHIBIT 6</b></p> <p><b>PRICE ADJUSTMENT PROVISION:</b><br/>           THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                   |                               |                                   |
|-----------------------------------|-------------------------------|-----------------------------------|
| SIGNATURE <i>Elizabeth George</i> | TELEPHONE <b>301-933-1900</b> | DATE <b>8/8/08</b>                |
| TITLE <b>VP Marketing</b>         | FEIN <b>542113599</b>         | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <p>ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS:<br/>           IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICES INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                   |                        |                                   |
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| SIGNATURE <i>Elizabeth George</i> | TELEPHONE 301-933-1900 | DATE 8/8/08                       |
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**304-558-8801**

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TYPE NAME/ADDRESS HERE

V  
E  
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R

**ELIZABETH GEORGE**  
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|--|----------|-----|--------|-------------|------------|--------|
|  |          |     |        |             |            |        |
| <p>OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                   |                               |                                   |
|-----------------------------------|-------------------------------|-----------------------------------|
| SIGNATURE <i>Elizabeth George</i> | TELEPHONE <b>301.933.1900</b> | DATE <b>8/8/08</b>                |
| TITLE <b>VP Marketing</b>         | FEIN <b>542113599</b>         | ADDRESS CHANGES TO BE NOTED ABOVE |

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





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

# Request for Quotation

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|------------|
| RFQ NUMBER |
| EBA170     |

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|------|
| PAGE |
| 6    |

|  |
|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| SHELLY MURRAY<br>304-558-8801          |

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
**VENDOR**  
 ELIZABETH GEORGE.  
 Talking Type Captions  
 10812 St. Paul Street  
 Kensington, MD 20895

**SHIP TO**  
 EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
|--------------|---------------|----------|-------|---------------|
| 07/24/2008   |               |          |       |               |

BID OPENING DATE: **08/12/2008** BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>TALKING TYPE CAPTIONS</u></p> <p>DATE: <u>8/8/08</u></p> <p>SIGNED: <u>[Signature]</u></p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                              |                               |                                   |
|------------------------------|-------------------------------|-----------------------------------|
| SIGNATURE <u>[Signature]</u> | TELEPHONE <u>301-933-1900</u> | DATE <u>8/8/08</u>                |
| TITLE <u>VP Marketing</u>    | FEIN <u>52113599</u>          | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

# Request for Quotation

RFQ NUMBER  
**EBA170**

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**7**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY**  
**304-558-8801**

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
**VENDOR**  
**ELIZABETH GEORGE**  
 Talking Type Captions  
 10812 St. Paul Street  
 Kensington, MD 20895

**SHIP TO**  
**EDUCATIONAL BROADCASTING**  
**AUTHORITY**  
**600 CAPITOL STREET**  
**CHARLESTON, WV**  
**25301-1223 304-558-3400**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 07/24/2008   |               |          |     |               |

BID OPENING DATE: **08/12/2008** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>TITLE: <b>VP MARKETING &amp; SALES</b></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: <b>SHELLY MURRAY / FILE 31</b></p> <p>RFQ. NO.: <b>EBA170</b></p> <p>BID OPENING DATE: <b>08/12/2008</b></p> <p>BID OPENING TIME: <b>1:30 PM</b></p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                                  |                                   |
|--------------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE<br><i>Elizabeth George</i> | TELEPHONE<br><b>301.933.1900</b> | DATE<br><b>8/8/08</b>             |
| TITLE<br><b>VP Marketing</b>         | FEIN<br><b>542113599</b>         | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

# Request for Quotation

RFQ NUMBER  
**EBA170**

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**8**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**SHELLY MURRAY**  
**304-558-8801**

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

**ELIZABETH GEORGE**  
 Talking Type Captions  
 10812 St. Paul Street  
 Kensington, MD 20895

SHIP TO

**EDUCATIONAL BROADCASTING  
 AUTHORITY**  
**600 CAPITOL STREET**  
  
**CHARLESTON, WV**  
**25301-1223 304-558-3400**

|                                   |               |          |        |               |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br><b>07/24/2008</b> | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **08/12/2008** BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE   | AMOUNT       |
|---|----------|-----|----------|-------------|--------------|--------------|
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY<br>TO CONTACT YOU REGARDING YOUR BID:<br>----- <b>1-866-834-9710</b> -----<br><br>CONTACT PERSON (PLEASE PRINT CLEARLY):<br>----- <b>ELIZABETH GEORGE</b> ----- |          |     |          |             |              |              |
| ***** THIS IS THE END OF RFQ  |          |     |          |             | EBA170 ***** | TOTAL: _____ |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                                  |                                   |
|--------------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE<br><i>Elizabeth George</i> | TELEPHONE<br><b>301-933-1900</b> | DATE<br><b>8/8/08</b>             |
| TITLE<br><b>VP Marketing</b>         | FEIN<br><b>542113599</b>         | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**West Virginia Educational Broadcasting is seeking quotes for an Open End Contract to provide Closed Captioning Service for the Public Broadcasting WVPBS television network from August 15, 2008 through June 30, 2009.**

**Overview:**

**WVPBS originates live and recorded local productions from studios in Charleston, WV and Morgantown, WV. Live and recorded remote productions originate from Charleston, WV and other locations throughout West Virginia. These productions are sent via satellite or microwave to the Network Operations Center in Beckley, WV which feeds them to transmitters and translators throughout West Virginia. WVPBS owns encoders at the three broadcast facilities.**

**Productions are governmental assembly speeches, interview programs (medical terminology and legal terminology), news programs with roll-in video field segments, political debates, cooking shows, documentaries, musical stage programs, public broadcasting pledge breaks, basketball and soccer contests.**

**The Agency and vendor will develop a monthly schedule of captioning services to be provided; however, the Agency requires an adaptable service provider who, with appropriate notice, is open to change and rescheduling.**

**Multi-market production of the broadcast product(s) sometimes makes it impossible for there to be a single point-producer.**

**1) Types of productions and projected hours:**

- **Daily legislative half-hour live program during first quarter of each calendar year. Program is mix of scripted material and live interviews. Approximately 45 episodes.**
- **Governor’s 2009 Inauguration in January—requires two captioners—one for WVPBS broadcast and the other for statewide distribution. Approximately two hours in length.**
- **Governor’s State of the State address in January – requires two captioners – one for WVPBS broadcast the other for statewide distribution. Approximately one hour in length.**
- **The Final Hours – a four-hour marathon broadcast that concludes the regular session of the legislature in April. Some script is available but program is overwhelmingly live and unscripted.**
- **Political debates-live. Up to one hour in length.**
- **College soccer game coverage up to five games beginning in August 2008. Two to three hour long broadcasts, live.**
- **College basketball game coverage of up to a dozen games each fall and into the new year. Two to three hour long broadcasts, live.**

- **Medical information program called Docs on Call. Half hour live or taped program often with call-in questions and real doctors who use medical terminology. Approximately 30 episodes. Scant scripting.**
- **Legal information program. Sometimes call-in, most often a topic discussion program with legal interview. This half-hour program is live or taped and also is basically unscripted.**
- **Pledge programming – four times each year. Captioning required on both live and taped segments, some of which may have broadcast time exceeding 10 minutes.**
- **Cooking shows ½ hour in length taped format; up to six produced.**
- **There is the possibility of 90 minute musical stage productions. Approximately one to six live and/or taped is possible.**
- **Other programs as required.**

## **2) Specific captioning services expected**

- **1/4 hour pop-on**
- **1/2 hour pop-on**
- **1 hour pop-on**
- **1/2 hour roll-up**
- **1 hour roll-up**
- **1/2 hour live**
- **1 hour live**
- **1/2 hour to tape**
- **1 hour to tape**
- **90 minute live**
- **90 minute to tape**
- **2 hour live**

## **3) Invoicing and Billing**

Invoicing shall be specific to each production captioned.

The billing address is:

West Virginia Public Broadcasting

600 Capitol Street

Charleston, WV 25301

Attn: Steve Chapman

304-556-4900

**4) Ala cart pricing for types of captioning services to be selected**

- 1/4 hour pop-on (Quantity 136)

\$ 180.00

- 1/2 hour pop-on(Quantity 204)

\$ 270.00

- 1 hour pop-on(Quantity 13)

\$ 440.00

- 1/2 hour roll-up(Quantity 204)

\$ 260.00

- 1 hour roll-up(Quantity 13)

\$ 400.00

- 1/2 hour live(Quantity 13)

\$ 70.00

- 1 hour live(Quantity 6)

\$ 135.00

- 1/2 hour to tape(Quantity 4)

\$ 70.00

- 1 hour to tape(Quantity 4)

\$ 135.00

- 90 minute live(Quantity 2)

\$ 205.00

*Please see Addendum 4 for price quote!*

- 90 minute to tape(Quantity 7)
- 2 hour live(Quantity 3)

~~\$205.00~~  
~~\$290.00.~~

END OF DOCUMENT

*Please see Addendum 4 for prices.*



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**


Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: TALKING TYPE CAPTIONS

Authorized Signature:  Date: 9/20/08



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

# Request for Quotation

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| RFQ NUMBER |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| SHELLY MURRAY                          |
| 304-558-8801                           |

RFQ COPY

VENDOR

TYP Elizabeth George  
 Talking Type Captions  
 10812 St Paul St  
 Kensington MD 20895

SHIP TO

EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 08/08/2008   |               |          |        |               |

BID OPENING DATE: 09/04/2008 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| ----- ADDENDUM NO. 1 -----  |          |     |        |             |            |        |
| THIS ADDENDUM IS ISSUED TO ALLOW FOR QUESTIONS TO BE SUBMITTED.   |          |     |        |             |            |        |
| INQUIRES:<br>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 8/19/2008. QUESTIONS MAY BE SENT VIA USPS FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO: |          |     |        |             |            |        |
| SHELLY MURRAY<br>DEPARTMENT OF ADMINISTRATION<br>PURCHASING DIVISION<br>2019 WASHINGTON STREET, EAST<br>CHARLESTON, WV 25311<br>FAX: 304-558-4115<br>EMAIL: SHELLY.L.MURRAY@WV.GOV  |          |     |        |             |            |        |
| ONCE THE QUESTION SUBMISSION DEADLINE HAS PASSED, ANOTHER ADDENDUM WILL BE ISSUED TO ADDRESS THOSE QUESTIONS.   |          |     |        |             |            |        |
| THIS ADDENDUM ALSO CHANGES THE EFFECTIVE DATE OF THE CONTRACT TO RUN FROM 9/15/2008 THROUGH 6/30/2009.  |          |     |        |             |            |        |
| THE BID OPENING DATE HAS BEEN CHANGED:  |          |     |        |             |            |        |
| FROM: 8/12/2008<br>TO : 9/04/2008   |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                   |                        |                                   |
|-----------------------------------|------------------------|-----------------------------------|
| SIGNATURE <i>Elizabeth George</i> | TELEPHONE 301-933-1900 | DATE 9/20/08                      |
| TITLE VP Marketing                | FEIN 542113579         | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

# Request for Quotation

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| RFQ NUMBER |
| EBA170     |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| SHELLY MURRAY                          |
| 304-558-8801                           |

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
  
 CHARLESTON, WV  
 25301-1223 304-558-3400

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 08/08/2008   |               |          |        |               |

BID OPENING DATE: 09/04/2008 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001   | 1        | LS  |        | 915-78      |            |        |
| CLOSED CAPTIONING SERVICES<br><br>EXHIBIT 10<br><br>REQUISITION NO.: EBA170<br><br>ADDENDUM ACKNOWLEDGEMENT<br><br>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED<br>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY<br>PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.<br><br>ADDENDUM NO. S:<br>NO. 1 .....<br>NO. 2 .....<br>NO. 3 .....<br>NO. 4 .....<br>NO. 5 .....<br><br>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE<br>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.<br><br>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL<br>REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY<br>ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES<br>AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE<br>INFORMATION ISSUED IN WRITING AND ADDED TO THE |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                              |                        |              |
|------------------------------|------------------------|--------------|
| SIGNATURE <i>Aliz George</i> | TELEPHONE 301-953-1900 | DATE 9/20/08 |
|------------------------------|------------------------|--------------|

|                    |                |                                   |
|--------------------|----------------|-----------------------------------|
| TITLE VP Marketing | FEIN 542113599 | ADDRESS CHANGES TO BE NOTED ABOVE |
|--------------------|----------------|-----------------------------------|

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



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

# Request for Quotation

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| SHELLY MURRAY                          |
| 304-558-8801                           |

RFQ COPY

DUPLICATE


TYPE NAME/ADDRESS HERE

SHIP TO

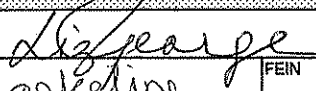
EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 08/08/2008   |               |          |        |               |

BID OPENING DATE: 09/04/2008 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.<br><br><div style="text-align: center;"> <br/>           .....<br/>           SIGNATURE<br/><br/>           TALKING TYPE CAPTIONS<br/>           .....<br/>           COMPANY<br/><br/>           9/20/08<br/>           .....<br/>           DATE         </div> |          |     |        |             |            |        |
| REV. 11/96   |          |     |        |             |            |        |
| ----- END OF ADDENDUM NO. 1 -----  |          |     |        |             |            |        |
| ***** THIS IS THE END OF RFQ EBA170 ***** TOTAL: _____   |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|   |              |                                   |
|---|--------------|-----------------------------------|
| SIGNATURE   | TELEPHONE    | DATE                              |
|  | 301-933-1900 | 9/20/08                           |
| TITLE   | FEIN         | ADDRESS CHANGES TO BE NOTED ABOVE |
| VP Marketing  | 542113599    |                                   |

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



State of West Virginia  
 Department of Administration  
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| SHELLY MURRAY<br>304-558-8801          |

VENDOR

Talking Type Captions  
 Attention: Elizabeth George  
 10812 St. Paul Street  
 Kensington, MD 20895

SHIP TO

EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 08/27/2008   |               |          |        |               |

BID OPENING DATE: 09/11/2008 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| ----- ADDENDUM NO. 2 -----   |          |     |        |             |            |        |
| THIS ADDENDUM IS ISSUED TO ADDRESS QUESTIONS/CONCERNS RAISED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 8/19/2008 SET FORTH IN ADDENDUM NO. 1. |          |     |        |             |            |        |
| ATTACHMENT: QUESTIONS AND RESPONSES  |          |     |        |             |            |        |
| THE BID OPENING DATE HAS ALSO BEEN CHANGED:  |          |     |        |             |            |        |
| FROM: 9/04/2008  |          |     |        |             |            |        |
| TO : 9/11/2008   |          |     |        |             |            |        |
| ----- END OF ADDENDUM NO. 2 -----  |          |     |        |             |            |        |
| 0001   | 1        | LS  |        | 915-78      |            |        |
| CLOSED CAPTIONING SERVICES   |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                         |              |                                   |
|-------------------------|--------------|-----------------------------------|
| SIGNATURE               | TELEPHONE    | DATE                              |
| <i>Elizabeth George</i> | 304-558-1900 | 9/20/08                           |
| TITLE                   | FEIN         | ADDRESS CHANGES TO BE NOTED ABOVE |
| VP Marketing            | 542113599    |                                   |

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

---

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

Addendum No. 2

**Question:**

The contract start date is listed as August 15, 2008. Is this a firm start date? Are there any programs that will require captioning immediately upon award of the contract?

**Response:**

This is not a firm date since the contract has yet to be awarded. Programming requiring captioning immediately upon award is not known at this time.

**Question:**

Under section 2.) Specific Captioning Services Expected, what tape format is referred to when referencing "1/2 hour to tape," "1 hour to tape," and "90 minute to tape"? Does this refer to caption encoding (offline) to tape or a live-to-tape (realtime) captioning scenario?

**Response:**

We occasionally send independently produced programs to the captioner for captioning on DVC Pro 50 tape. We provide the tape stock. The tapes are then sent back to our Network Operations Center.

**Question:**

In section 1.) Types of productions and projected hours, Governor's Inauguration and State of the State mention needing two captioners. Are there two different audio feeds/announce teams for these events? Or are you simply feeding the same realtime captions to two different encoders?

**Response:**

There are two different audio feeds; one has our announcers and the other is pool feed audio.

**Question:**

The official RFQ, page 8, ends with a line marked "total." Do you require the total from the a la carte pricing pages listed here or something else entirely?

**Response:**

The "total" line on page 8 is simply standardized in the purchasing documentation; please use the a la carte pricing sheet.

**Question:**

May VITAC add an addendum section separate from the a la carte pricing and RFQ to cover additional information about our company: additional services, staff, etc.? Or, if decision is based solely on pricing, would you like only the pricing pages returned?

**Response:**

This contract is to be awarded to the lowest bidder meeting the specifications set forth in the RFQ. The other info is welcome for other reasons, but cannot have bearing on the decision of choosing the winning vendor.

**Question:**

For prerecorded captioning, will WV Educational Broadcasting need the captions to be encoded to tape or DVD?

**Response:**

To DVC Pro 50 tape. WVPBS will provide the tape stock.

**Question:**

If encoding of the captions is required, what format of tape or DVD will be needed?

**Response:**

To DVC PRO 50 tape. WVPBS will provide the tape stock.

The next few questions reference the section of the RFQ "(4) A La Carte Pricing for Types of Captioning Services to be Selected":

**Question and Responses:**

What type of captioning will be needed for the following programs, live or prerecorded?

1/2 hour to tape (Quantity 4)      Pre-recorded    Pop on



1 hour to tape (Quantity 4)      Prerecorded    Pop on

90 minute to tape (Quantity 7)    Prerecorded    Pop on

**Question:**

If prerecorded is required, which style is needed, timed roll-up or pop-on?

**Response:**

Pop-on

**Question:**

If an encoded captioned tape master is required, what format of tape is needed?

**Response:**

DVC Pro 50.

**Question:**

When roll-up captioning is specified, is that prerecorded or live?

**Response:**

LIVE

**Question:**

I assume that since it is not specified as "live" that it is prerecorded. Is that correct?

**Response:**

Not correct, 1/4 hour quantity 136, 1/2 hour quantity 204, and 1 hour quantity 13 were meant to be LIVE. We requested pricing on LIVE pop-on; if that's not possible in the industry, roll up is acceptable.

(Live captioning is always the timed roll-up style).

**Question:**

Will we be able to differentiate live captioning rates depending on the content of the program?

For example, live captioning for a program with content that is technical (medical or legal) or fast-paced (sports) is generally charged a higher rate than less complex programming, such as legislative meetings. This is because the more technical programs are captioned by a more experienced captioner.

**Response:**

Only one set of quotations can be considered.

**Question:**

Is it acceptable to submit bids via an overnight courier service such as FedEx?

**Response:**

Yes

**Question:**

What is the closing date and time of the bid period?

**Response:**

The bid opening date is being extended in this addendum. Bid opening time is always 1:30 PM.

**Question:**

Will receive the Addendum to the RFQ in the mail or via fax or email?

**Response:**

The Addendum will be faxed and then followed up in the mail.

**Question:**

Under 'Total' are we being required to put down the total \$ amount of all individual items of pricing multiplied by the hours specified against the same?

**Response:**

No, that is not a requirement.



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

WV PURCHASING ACA SECT Fax 304-558-4115

Sep 9 2008 01:01pm P001/001

# Request for Quotation

RFQ NUMBER  
**EBA170**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY**  
**304-558-8801**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

RFQ COPY

SHIP TO

**EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/09/2008   |               |          |        |               |

BID OPENING DATE: **09/25/2008** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| ----- ADDENDUM NO. 3 -----   |          |     |        |             |            |        |
| <p>THIS ADDENDUM IS ISSUED TO OPEN ANOTHER QUESTION AND ANSWER PERIOD. ADDITIONAL QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 9/16/2008. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THIS DATE. THE QUESTIONS RECEIVED PRIOR TO THIS DATE WILL BE ADDRESSED IN A FUTURE ADDENDUM.</p> <p>ADDRESS INQUIRES TO:</p> <p style="text-align: center;">SHELLY MURRAY<br/>         DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         2019 WASHINGTON STREET, EAST<br/>         CHARLESTON, WV 25311<br/>         FAX: 304-558-4115<br/>         EMAIL: SHELLY.L.MURRAY@WV.GOV</p> <p>THE BID OPENING DATE HAS CHANGED:</p> <p>FROM: 9/11/2008<br/>         TO : 9/25/2008</p> |          |     |        |             |            |        |
| ----- END OF ADDENDUM NO. 3 -----  |          |     |        |             |            |        |
| 0001   | 1        | LS  |        | 915-78      |            |        |
| CLOSED CAPTIONING SERVICES   |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                 |                           |                                   |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>[Signature]</i> | TELEPHONE<br>301-933-1900 | DATE<br>9/20/08                   |
| TITLE<br>V.P. Marketing         | FEIN<br>542113599         | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

# Request for Quotation

RFQ NUMBER  
 EBA170

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 SHELLY MURRAY  
 304-558-8801

**Talking Type Captions**  
**10812 St. Paul Street**  
**Kensington, MD 20895**

EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

VENDOR

SHIP TO

*Attention: Elizabeth George*

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/19/2008   |               |          |        |               |

BID OPENING DATE: 09/25/2008 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| ----- ADDENDUM NO. 4 -----  |          |     |          |             |            |        |
| THIS ADDENDUM IS ISSUED TO ADDRESS QUESTIONS RECEIVED PRIOR TO THE SECOND QUESTION SUBMISSION DEADLINE OF 9/16/2008 AND TO REPLACE THE VENDOR PREFERENCE CERTIFICATE FROM THE ORIGINAL REQUEST FOR QUOTATION WITH THE ATTACHED VENDOR PREFERENCE CERTIFICATE. |          |     |          |             |            |        |
| ATTACHMENTS: QUESTIONS AND RESPONSES<br>VENDOR PREFERENCE CERTIFICATE<br>REVISED COST SHEET   |          |     |          |             |            |        |
| THE BID OPENING REMAINS: 9/25/2008  |          |     |          |             |            |        |
| ----- END OF ADDENDUM NO. 4 -----   |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                      |                           |                                   |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Elizabeth George</i> | TELEPHONE<br>301-933-1900 | DATE<br>9/20/08                   |
| TITLE<br>VP Marketing                | FERN<br>542113599         | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

**EBA170**  
**Addendum No. 4**

1.) In Addendum No.2, "I assume that since it is not specified as 'live' that it is prerecorded. Is that correct?" your response states that the assumption is incorrect. All live captioning is aesthetically "roll-up" style. Therefore, there is no such service as "live pop-on style captioning." With that knowledge, do you request live (roll-up) caption pricing for the following a la carte pricing options:

1/4 hour pop-on (Quantity 136)  
1/2 hour pop-on (Quantity 204)  
1 hour pop-on (Quantity 13)

...as well as...

1/2 hour roll-up (Quantity 204)  
1 hour roll-up (Quantity 13)

...and...

1/2 hour live (Quantity 13)  
1 hour live (Quantity 6)  
90 minute live (Quantity 2)  
2 hour live (Quantity 3)?

**Answer: Please see the attached revised cost sheet.**

2.) In Addendum No. 2, "What type of captioning will be needed for the following programs...", are you looking for a sum total to create pop-on captioning and encode that captioning to DVC Pro 50 tape? Or would you rather a breakout of the caption-preparation pricing and the encoding pricing?

**Answer: Please break out the caption cost and the encoding separately. See new cost sheet attached.**

3.). I just needed to confirm that the tape format for encoded shows is DVC Pro.

**Answer: Yes, tape formats are DVCPPro.**

4.) Question on shipping: In addition to the question about the tape format, is the question about shipping the encoded tapes. I suppose that shipping cost will not be a part of the price we put on the bid. Am I correct?

**Answer: There shall not be any shipping charged to WV Public Broadcasting. Vendor shall build those costs into their captioning fees. Shipping shall not be billed separately.**

5.) Will you be issuing a third addendum to rewrite the a la carte pricing sheet to correct the above? Or should corrections simply be made in writing on our proposals?

**Answer: Please see the attached revised cost sheet.**

6.) Turn around time: Also, how much time do we get to send back the encoded masters back to WV? We take 5 business days. Is there any way to put that in the bid?

**Answer: Encoded masters shall be sent back to WV Public Broadcasting in 6 calendar days.**

7.) In the General Terms & Conditions page of the faxed addendum, item #4 states that "the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee." Can this transaction take place upon receipt of the reward? Or must the transaction take place before our bid is submitted?

**Answer: A Vendor does not need to be a registered vendor to submit a bid, however, they vendor will need to be registered prior to receiving an award.**

# State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

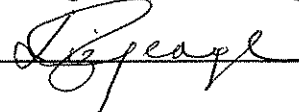
Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency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

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: \_\_\_\_\_ Signed:   
Date: \_\_\_\_\_ Title: \_\_\_\_\_

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



**EBA170  
COST SHEET**

|   |                 |
|---|-----------------|
| • 1/4 hour live roll up (Quantity 136)        | <u>\$60.00</u>  |
| • 1/2 hour live roll up (Quantity 204)        | <u>\$65.00</u>  |
| • 1 hour live roll up (Quantity 13)           | <u>\$130.00</u> |
| • 1/2 hour live roll up to tape (Quantity 13) |                 |
| * Caption-Preparation Price                   | <u>\$105.00</u> |
| * Encoding Price                              | <u>\$115.00</u> |
| * Total                                       | <u>\$220.00</u> |
| • 1 hour live roll up to tape (Quantity 6)    |                 |
| * Caption-Preparation Price                   | <u>\$210.00</u> |
| * Encoding Price                              | <u>\$150.00</u> |
| * Total                                       | <u>\$360.00</u> |
| • 1/2 hour to tape pop on (Quantity 4)        |                 |
| * Caption-Preparation Price                   | <u>\$135.00</u> |
| * Encoding Price                              | <u>\$120.00</u> |
| * Total                                       | <u>\$255.00</u> |
| • 1 hour to tape pop on (Quantity 4)          |                 |
| * Caption-Preparation Price                   | <u>\$270.00</u> |
| * Encoding Price                              | <u>\$150.00</u> |
| * Total                                       | <u>\$420.00</u> |

*D. George*

- 90 minute to tape pop on (Quantity 7)
- \* Caption-Preparation Price \$ 405.00
- \* Encoding Price \$ 220.00
- \* Total \$ 625.00

- 90 minute live roll up (Quantity 2) \$ 190.00

- 2 hour live roll up (Quantity 3) \$ 240.00

*George*

"talking"

T Y P E

CAPTIONS

Closed Captioning Subtitling Transcription

WASHINGTON DC

LOS ANGELES

NEW DELHI

8/8/08

**Shelly Murray**

Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street, East  
Charleston, WV 25306-0130

Dear Shelly,

Talking Type Captions has been providing live and off-line captioning for West Virginia Public Television for 3 years now. The first 2 years were on contract and presently we are providing services without a binding contract.

We have had an excellent relationship with the Production team at Morgantown and at Charleston and have come through in providing great service when requested, even last minute.

We trust that our past services and tenure will be considered in our opportunity to resume our services to WV PBS.

Thank you,



**Elizabeth George**  
VP Marketing and Sales

**Head Office:**

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