



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

Solicitation

NUMBER
EBA465A

PAGE
1

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

VENDOR

WIDEORBIT, INC.
601 CANYON DRIVE, SUITE 101
COPPELL, TX 75019

SHIP TO

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

DATE PRINTED
12/12/2013

BID OPENING DATE: 01/21/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	725-09	THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY LOCATED AT 600 CAPITOL ST., CHARLESTON, WV 25301 REQUEST A QUOTE TO PROVIDE A ONE TIME PURCHASE OF AN AUTOMATION SYSTEM FOR THE STATEWIDE PUBLIC RADIO NETWORK PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.		
AUTOMATION SYSTEM FOR THE STATEWIDE PUBLIC RADIO NETWORK PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ EBA465A ***** TOTAL:						
01/21/14 10:21:41AM West Virginia Purchasing Division						

SIGNATURE	TITLE REGIONAL SALES MANAGER	FEIN 94-3339060	TELEPHONE 603-9653510	DATE 1-20-2014
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ADDRESS CHANGES TO BE NOTED ABOVE
 WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

Exhibit A

PRICING PAGE

EBA465A FM RADIO AUTOMATION SYSTEM

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

<u>Quantity</u>	<u>Description</u>	<u>Lowest Overall Total Cost</u>
1	FM Radio Automation System (items 3.1.1 – 3.1.8)	<u>\$54,247.84 (proposal attached for reference)</u>

OPTIONAL ITEMS PRICING

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

<u>Description</u>	<u>Unit Price</u>
Additional workstations as a per unit price (item 3.1.9.1)	<u>\$12,148.</u>
Expanded storage capacity in 1 Terabyte segments (item 3.1.9.2)	<u>\$169.</u>
Dual Monitor screens per unit (item 3.1.9.3)	<u>\$399 (for additional monitor) \$1400 (for KVM extender that supports 2 screens)</u>
Touch screens per unit (item 3.1.9.4)	<u>\$399 per touchscreen (one touchscreen is included with standard package)</u>
Different size screens with optional pricing (item 3.1.9.5)	<u>Only one size offered (21.5" monitor)</u>

Signature of Vendor

Date

Company Name WideOrbit Inc.

Address 601 Canyon Drive Suite 101 Coppell TX 75019

Phone 603-965-3540

Fax 972-534-1207

Email byoung@wideorbit.com

1-20-2014



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

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

RFQ COPY

VENDOR

WIDEORBIT, INC.
601 CANYON DRIVE, SUITE 101
COPELL, TX 75019

SHIP TO


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

DATE PRINTED
01/08/2014

BID OPENING DATE: 01/21/2014

BID OPENING TIME 1:30PM

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

SIGNATURE 	TELEPHONE 603 965 3540	DATE 1-20-2014
TITLE REGIONAL SMES MANAGER FEIN 94-3339060	ADDRESS CHANGES TO BE NOTED ABOVE	

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA465A

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

WIDEORBIT INC.

 Company

 Authorized Signature

1-20-2014

 Date

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: WIDEORBIT INC.
Authorized Signature: [Signature] Date: 1-20-2014

State of NEW HAMPSHIRE
County of Rockingham, to-wit:

Taken, subscribed, and sworn to before me this 20 day of January, 2014.

My Commission expires September, 18, 2018.



NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/01/2012)

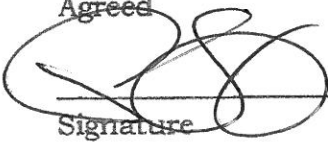
Software Attachment

Attachment

PO#: EBA465A

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

Agreed

 1-20-2014

Signature Date

REGIONAL DIRECTOR OF SALES

Title

WIRERABBIT INC.

Company Name

Signature Date

Title

Agency/Division

WV-96A
Rev. 12/12

AGREEMENT ADDENDUM FOR SOFTWARE

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

WIDEORBIT INC .

Company Name: _____

Signed:  _____

Title: REGIONAL DIRECTOR OF SALES

Date: 1-20-2014

CERTIFICATION AND SIGNATURE PAGE

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

WIREDIBIT INC.

(Company)

(Authorized Signature)

BURTON YOUNG, REGIONAL SALES DIRECTOR

(Representative Name, Title)

603 965 3540 972 534 1207

(Phone Number)

(Fax Number)

1-20-2014

(Date)

WO AUTOMATION

for Radio



601 Canyon Drive, Suite 101
Coppell, TX 75019
(214) 451-4000 - Voice
(972) 534-1207 - Fax

Digital Systems Products & Services Order Form
Representative: Brad Young
Email: byoung@wideorbit.com

Date of proposal: 01/20/14
Valid until: 03/21/14

CUSTOMER: West Virginia Educational Broadcasting Authority (SOLICITATION # EBA405A)			
STATIONS: WVPN-FM			
Corporate Contact Information:		Billing Contact Information:	
Attention:	Purchasing	Purchasing	
Address:	600 Capital Street	600 Capital Street	
Address 2:			
City, State, Zip:	Charleston, WV 25301	Charleston, WV 25301	
Phone:	304-558-3400	304-558-3400	
Fax:			
Email:			
Purchase Order #: If applicable		Customer Technical Contact:	

Item Part Number	Central Server Enterprise-R Package	Server	Units in Package	Unit Price	Total Price
50708	Server - 4 RU Rackmount quad core processor, 8GB RAM, 1TB Serial ATA hard drive, Redundant power supply, DVD drive, Dual 10/100/1000 NICs, keyboard, mouse, Microsoft Server 2008 OS (5 users) - Includes 3 yr Advance Replacement Warranty.		1	4,175	4,175
15159	Network LAN card PCI 1000BT		2	69	138
16728	Microsoft 2008 Server CAL 5 Pack (Retail Box)		1	199	199
80006	Central Server Software		1	995	995
90025	5.0 TB RAID Array in 5+1 configuration With Host Bus Adapter and cable - Includes 3 yr Advance Replacement Warranty from manufacturer		1	7,999	7,999

Item Part Number	WideOrbit Automation for Radio Control System	Station:	Workstation 1	Units in Package	Unit Price	Total Price
50703	Computer - 4 RU Rackmount with i7 quad core processor, 4GB RAM, 1TB Serial ATA hard drive, DVD drive, 10/100/1000 NIC, keyboard, mouse, Microsoft Windows 7 64 Bit OS - Includes 3 yr Advance Replacement Warranty.			1	2,275	2,275
13669	Memory - 4GB DDR3 Memory			1	66	66
26840S	Intel Solid State Device - 120GB (Substitute for 1TB Boot Drive)			1	149	149
26831	Hard Drive - 3TB SATA hard drive			1	489	489
16792	AudioScience ASI6614 card - PCIe 1 record / 4 play digital/analog channels			2	2,695	5,390
16880	ASI BOB1024 Breakout Box (XLR)			2	295	590
16841	ACS8.2 Plus Switcher (16 GPI in 8 out)			1	929	929
80080	WideOrbit Automation for Radio Software with Radio Station Playlist (four separate streams)			1	9,980	9,980
X-DVI-US	CAT 5 KVM Extender			1	795	795
16786	Monitor - LCD 21.5" 16:9 Touchscreen (USB Interface)			1	399	399

Item Part Number	WideOrbit Automation for Radio Production System	Workstation 2	Units in Package	Unit Price	Total Price
50703	Computer - 4 RU Rackmount with i7 quad core processor, 4GB RAM, 1TB Serial ATA hard drive, DVD drive, 10/100/1000 NIC, keyboard, mouse, Microsoft Windows 7 64 Bit OS - Includes 3 yr Advance Replacement Warranty.		1	2,275	2,275
13669	Memory - 4GB DDR3 Memory		1	66	66
26840S	Intel Solid State Device - 120GB (Substitute for 1TB Boot Drive)		1	149	149
601 \$54,247	Hard Drive - 3TB SATA hard drive		1	489	489
16792	AudioScience ASI6614 card - PCIe 1 record / 4 play digital/analog channels		2	2,695	5,390
16880	ASI BOB1024 Breakout Box (XLR)		2	295	590
80081	WideOrbit Automation for Radio Software for Production w/ Voice Tracking, Audio Editing and Search		1	1,995	1,995
X-DVI-US	CAT 5 KVM Extender		1	795	795
16786	Monitor - LCD 21.5" 16:9 Touchscreen (USB Interface)		1	399	399

Item Part Number	Accessories and Options	Units	Unit Price	Total Price
80004	Playlist Editor for Remote Active Schedule Management	As Needed	No Charge	No Charge
80005	WideOrbit System Management and Configuration Software with Audio Finder and Report Generator	As Needed	No Charge	No Charge
80009	Adobe Audition Plug-In for direct export to WideOrbit Automation for Radio	As Needed	No Charge	No Charge

Packages, Accessories and Options Subtotal	
Packages, Accessories and Options Subtotal:	46,716.00
System Discount:	2,335.80
Packages, Accessories and Options Subtotal less System Discount:	44,380.20

Item Part Number	Shipping Charges	Units	Unit Price	Total Price
40000	Ground Shipping via FedEx	1	342.64	342.64

Item Part Number	Radio Automation Professional Services	Sessions	Unit Price	Total Price
60000	8 hour day per trainer of on-site training with system purchase (Requires 15 day or more notice). Airfare, per diem, hotel and car rental expenses are included.	5	1,475	7,375
60009	Configuration of system prior to shipment including music, category and schedule preparation	1	550	550

Item Part Number	Annual Software Maintenance Technical Support Services	Initial Support Period (Yrs)	Unit Price	Total Price
99001	One year software maintenance and telephone technical support for one station	1	1,600	1,600

Payment Information Please do not send payment until receipt of invoice and only to addresses listed below to insure prompt processing Invoiced amounts will include applicable taxes
--

Total for Hardware, Software and Professional Services (excluding shipping charges unless listed above and any taxes):	54,247.84
Down Payment Due with Order:	40,685.88
Payment Due within 30 days after shipment:	13,561.96

By Check:

WideOrbit Inc.
Department CH17518
Palatine, IL 60055-7518

Wire Transfer:

WideOrbit Inc	Account # 3300492190
Silicon Valley Bank	ABA # 121140399
Department CH17518	
Palatine, IL 60055-7518	