



RCS World Headquarters
445 Hamilton Ave, 7th floor
White Plains, NY 10601
Telephone: 914-428-4600
Fax: 914-428-5922

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

From: Criss Onan
Fax: 877-774-1094
Telephone: 877-774-1034
E-Mail: conan@rcsworks.com
Date: 9/24/2013
Page: 1 of 26

**SEALED BID
BUYER: Connie Oswald
SOLICITATION NUMBER: EBA465
BID OPENING DATE: 9/26/2013
BID OPENING TIME: 1:30PM
FAX NUMBER: 304-558-3970**

Message:

Following please find our response to your RFQ EBA 465 AUTOMATION SYSTEM FOR THE STATEWIDE PUBLIC RADIO:

- Cover letter which serves as part of our response (16 pages)
- Signed Solicitation page, page 1 (1 page)
- OPTIONAL ITEMS PRICING, page 30 (1 page)
- PRICING PAGE, page 31 (1 page)
- Signed AGREEMENT ADDENDUM FOR SOFTWARE, page 32 (1 page)
- Signed agreement, page 33 (1 page)
- Signed PURCHASING AFFIDAVIT, page 35 (1 page)
- Signed CERTIFICATION AND SIGNATURE PAGE, page 36 (1 page)
- Signed ADDENDUM ACKNOWLEDGEMENT FORM, page 37 (1 page)
- Signed Solicitation ADDENDUM NO. 01, page 01 (1 page)

09/24/13 12:53:11 PM
West Virginia Purchasing Division



September 23, 2013

Connie Oswald
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Reference EBB 465

Dear Ms. Oswald;

Thanks for the opportunity to provide you with the attached response to RFP EBA465. This cover letter will serve as part of our response.

Here are **RCS** specific quotation **responses** by specification:

19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

RCS RESPONSE: RCS's terms are payment due following the completion of RCS training not to exceed thirty (30 days) after delivery.

23. **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.

RCS RESPONSE: RCS will need a state exemption certificate or sales tax will be applied to invoices.

1. PURPOSE AND SCOPE:

....Upon failure of the main studio, operation would commence from this backup facility. Depending on the type of failure staff would either update the system from the studio, or if the failure is severe enough would then deploy to a facility which has internet access and resume operation from there. The backup system would have to dynamically synchronize with the main system to make the transition as seamless as possible. abcd

RCS RESPONSE: Comply



An assumption is made that during an event such as this the news department would become the driving element for the broadcast. They would need the ability to seize control and pre-empt existing programming from any location that has internet access. Since there are several news bureaus some sort of system would need to be in place for coordination- the test model would be no cell phones, no telephone contact- all communication and posting done from a laptop at a wifi hotspot.

RCS RESPONSE: It is possible to control the automation software via a laptop but audio switching has not been specified by WVEBA.

3. GENERAL REQUIREMENTS:

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

3.1.1 General Automation

3.1.1.1 System shall provide multiple stream automation

RCS RESPONSE: Comply

3.1.1.2 Stream 1 will be the primary air program

RCS RESPONSE: Comply

3.1.1.3 Stream 2 will be a secondary stream for distribution through our IBOC system

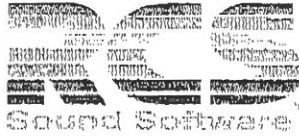
RCS RESPONSE: Comply

3.1.1.4 Stream 3 will be a "pass through" stream not emanating from the main office and distributed on an IBOC sub channel

RCS RESPONSE: Comply

3.1.1.5 Stream 4 will be an internet streaming service

3.1.1.5.1 Stream 4 shall have the ability to inhibit flagged programs from being streamed



RCS RESPONSE: Comply

3.1.1.5.2 System shall have the ability to insert prepared substitute material during flagged conditions

RCS RESPONSE: Comply

3.1.1.6 System shall be able to insert different spots on each stream simultaneously

RCS RESPONSE: Comply

3.1.1.7 System shall be able to synchronize with Network Time Protocol

RCS RESPONSE: Comply

3.1.1.8 Quantity of two automation systems shall be supplied.

RCS RESPONSE: Per clarification of this by addendum, RCS is supplying a a configuration in each studio that includes a quantity of:

- (1) file server
- (2) workstations

3.1.1.9 Each automation system shall consist of hardware and software.

RCS RESPONSE: Comply

3.1.2 General Newsroom

3.1.2.1 Newsroom software will connect and coordinate both the "home" broadcast studio at 600 Capitol street and various news bureaus located throughout the state

RCS RESPONSE: Understood

3.1.2.2 An emergency condition where the home broadcast studio is not available will not stop the remaining bureaus from communicating, updating and broadcasting



RCS RESPONSE: RCS can provide this overall capability. A thorough planning discussion with WVEBA would be necessary to identify possible solutions. This could require additional hardware supplied by WVEBA not included in RCS' bid totals.

3.1.2.2.1 A temporary news operation may need to be established at a location with no other asset than a WIFI connection

RCS RESPONSE: While RCS does not currently offer this capability, testing for its development is scheduled to start for it in October.

3.1.2.2.2 Newsroom software will supply the connection and security for emergency operations

RCS RESPONSE: RCS offers password protection.

3.1.2.3 A field reporter may be required to utilize an iPhone or Smartphone to broadcast a news report from a remote location

RCS RESPONSE: Comply

3.1.2.3.1 Newsroom system shall accommodate handheld device operation

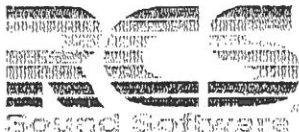
RCS RESPONSE: This is a planned RCS enhancement in 2014.

3.1.3 Automation Modes of Operation

3.1.3.1 Unattended Operation

3.1.3.1.1 Unit shall operate some shifts unattended

RCS RESPONSE: Understood



3.1.3.1.1.1 During unattended shifts news segments may be updated, system must be able to accept changes in timing and adjust timing to fit satellite fed programming

RCS RESPONSE: RCS provides several methods to adjust timing including duration timing compression/expansion of recorded cuts but not of live streams.

3.1.3.1.1.2 System shall be able to both pass through satellite feeds and time shift.

RCS RESPONSE: RCS can interface with several types of audio switchers/routers for pass-through although none have been specified so none are included in the RFQ pricing.

RCS understands the requirement of time shift as meaning playback from hard drive of PRSS Content Depot-delivered programming. Alternately, real time programming may be recorded for later playback with additional hardware and software at additional expense not included in this quote.

3.1.3.2 Live Assist

3.1.3.2.1 Live assist mode shall allow both voice tracking and live to air operation.

RCS RESPONSE: Comply

3.1.3.2.2 Voice tracking shall be possible from remote locations.



RCS RESPONSE: RCS has this capability but each remote location may need additional software at additional cost not included in this RFQ pricing response.

3.1.3.3 Automated Web Posting

3.1.3.3.1 System shall have the ability to store a segment of programming for Web posting

RCS RESPONSE: Any stored audio file in the automation may be provided for FTP for Web posting. If a live segment is desired to be recorded for Web posting, additional hardware and software is required at additional cost not included in this RFQ response.

Any stored news text may be published for use by a Webmaster.

3.1.3.3.2 System shall scan accompanying script for tag words

RCS RESPONSE: RCS does not currently have this capability but it is a planned, future enhancement.

3.1.4 News

3.1.4.I System shall have an integrated News production software

3.1.4.1.1 A third party news software may be substituted

RCS RESPONSE: RCSNews pricing is provided.

3.1.4.1.1.2 The cost of the News software shall be itemized separately

RCS RESPONSE: Comply Per the RFQ addendum, RCS's pricing includes a rack PC to act as a server. This rack-mount



PC complies with the RFP specifications.
It does not include a video monitor.

3.1.4.2 News software shall perform the following tasks:

3.1.4.2.1 News Production

3.1.4.2.1.1 Provide Newsroom communications via IM chat type protocol

3.1.4.2.1.1.1 IM chat shall be between individuals or selected groups

RCS RESPONSE: Comply

3.1.4.2.1.2 Wire services shall be distributed to all news workstations

RCS RESPONSE: Comply

3.1.4.3 News to Air

3.1.4.4 System shall have the ability to function as a prompter for live reads with playback of recorded audio from the host station

RCS RESPONSE: Comply

3.1.4.4.1 System shall have the ability to edit scripts while in the prompter mode

RCS RESPONSE: RCS needs more definition of who needs to edit the scripts and what kind of edits they need to make.

3.1.4.4.2 System shall provide estimated timing for live reading from script

RCS RESPONSE: Comply

3.1.4.4.3 Playback of recorded audio shall be possible from the prompter screen



RCS RESPONSE: Comply

3.1.4.4.4 News workstations shall have the ability to deliver both live news and prerecorded news into the automation system

RCS RESPONSE: Prerecorded news audio may be delivered into the automation system. Live news audio is typically routed externally to automation.

3.1.4.4.5 News workstations shall have the ability to record audio streams with length being limited to available storage

RCS RESPONSE: Comply

3.1.4.4.5.1 Sample rate and encoding shall be selectable for storage space management

RCS RESPONSE: Comply

3.1.4.5 The vendor shall be responsible for integration and training

RCS RESPONSE: RCS will provide training. More definition by WVEBA is required regarding "integration".

3.1.5 Hardware

3.1.5.1 Quantity of two shall be supplied

RCS RESPONSE: Per clarification of this by addendum, RCS is supplying a a configuration in each studio that includes a quantity of:

- (1) file server
- (2) workstations

3.1.5.2 Option of purchasing additional units shall be offered.

RCS RESPONSE: Comply



3.1.5.3 Vendor supplied hardware

3.1.5.4 Vendor shall supply all hardware as an integrated package

RCS RESPONSE: Comply

3.1.5.5 PC shall be rack mounted

RCS RESPONSE: Comply

3.1.5.6 PC shall incorporate dual power supplies with spares provided

RCS RESPONSE: Comply

3.1.5.7 Keyboard, Video, Mouse, and Touchscreen shall have extender provided

RCS RESPONSE: Comply

3.1.5.7.1 Extender may utilize existing Cat 5 cabling already in place

RCS RESPONSE: Comply

3.1.5.8 Vendor shall offer pricing on the following options:

3.1.5.8.1 Expanded Storage capacity in 1 Terabyte increments

RCS RESPONSE: Due to the nature of the RCS configuration including RAID types, this cannot be meaningfully bid as stated. Alternately RCS can provide a price based on an exact storage capacity desired.

3.1.5.8.2 Dual Monitor Screens

RCS RESPONSE: Comply

3.1.5.8.3 Option for Touch Screen Operation



RCS RESPONSE: Comply RCS's price includes the required royalty for use in a broadcast environment.

3.1.5.8.4 Conventional Flat panel screens with
Keyboard and Mouse control

RCS RESPONSE: Comply

3.1.6.1 Scenario I

3.1.6.1.1 System will interface with existing traffic system already in place

RCS RESPONSE: Comply

3.1.6.1.2 Current system is "Visual Traffic"- a product of Marketron Broadcast Solutions
888-239-8878

RCS RESPONSE: Understood

3.1.6.1.3 Automation system shall accept programming from traffic system, accommodating the NPR cut numbering system

RCS RESPONSE: Comply

3.1.6.1.4 System shall provide "evergreen" solutions for unscheduled available slots

3.1.6.1.4.1 These insertions are desired have a priority system to choose between different types of insertions (underwriting credits, positioning spots, information on contacting the station, etc)

RCS RESPONSE: While RCS can auto-fill, RCS does not have a "priority system" associated with fill material.

3.1.7 Automation Redundancy



3.1.7.1 System shall have both local and remote backup units

3.1.7.1.1 First backup unit will be in adjoining studio

RCS RESPONSE: Comply

3.1.7.1.1.1 This unit will also be used for training and operation protocol development

RCS RESPONSE: Understood

3.1.7.2 Second Backup unit will be placed at an alternative site to be determined

RCS Response: Comply. Per the RFQ addendum, this is an option.

3.1.7.2.1 Second backup unit will operate simultancously with the primary system

RCS RESPONSE: Understood

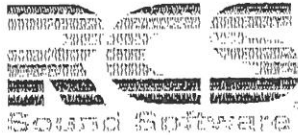
3.1.7.2.1.1 This unit will be continuously updated to allow minimal interruption in programming, and will operate autonomously until programming is updated via the web connection

RCS RESPONSE: Comply

3.1.8 Newsroom Redundancy

3.1.8.1 Newsroom software shall have redundancy built into operation

RCS RESPONSE: Comply Database may be synchronized over the network.



3.1.8.1.1 Vendor has discretion over the methodology, whether enterprise distributed or redundant servers in different locations linked via the web

RCS RESPONSE: RCS can provide this overall capability. A thorough planning discussion with WVEBA would be necessary to identify possible solutions. This could require additional hardware supplied by WVEBA not included in RCS' bid totals.

3.1.8.1.2 Upon failure of the primary studio site, Newsroom system shall continue to operate with all remaining connected sites

3.1.8.1.2.1 Changeover during a primary studio is preferred to be automatic, with no reconfiguration by news staff

3.1.8.1.2.2 A procedure for changing to the backup automation system shall be developed by the vendor, documented and demonstrated during the training of the newsroom users

RCS RESPONSE: RCS can provide this overall capability. A thorough planning discussion with WVEBA would be necessary to identify possible solutions. This could require additional hardware supplied by WVEBA not included in RCS' bid totals.

3.1.9 Interfaces

3.1.9.1 Unit shall have 4 discrete audio inputs



3.1.9.1.1 Inputs shall be available as both AES/EBU digital and balanced analog audio

RCS RESPONSE: Comply

3.1.9.1.1.1 Analog inputs shall be +4 dBu for nominal levels

RCS RESPONSE: Comply

3.1.9.2 Unit shall have 4 discrete audio outputs

RCS RESPONSE: Comply

3.1.9.3 Outputs shall be available as both AES/EBU digital and balanced analog audio

RCS RESPONSE: Comply

3.1.9.3.1 Analog outputs shall be +4 dBu for nominal levels

RCS RESPONSE: Comply

3.1.9.4 Unit shall have eight GPI inputs

RCS RESPONSE: RCS is exceeding the spec with a total of sixteen (16)

3.1.9.5 Unit shall have eight GPI outputs

RCS RESPONSE: RCS is exceeding the spec with a total of sixteen (16)

3.1.9.6 System shall incorporate 2 discrete Network Interface Cards to allow direct connection to NPR Content receiver in addition to connection to studio subnet

RCS RESPONSE: Comply

3.1.10 Interconnection



3.1.10.1 Unit shall have the ability to accept program updates from an internet connection

RCS RESPONSE: Comply

3.1.10.2 If a separate news server is utilized, it also must accept updates from an internet connection

RCS RESPONSE: Comply

3.1.11 Training

3.1.11.1 Vendor shall provide training on site at West Virginia Public Broadcasting's Charleston facility

RCS RESPONSE: Comply

3.1.11.1.1 Training shall encompass 4 areas:

3.1.11.1.1 Engineering- Installation, configuration, maintenance, and troubleshooting

3.1.11.1.2 Air Staff- Operation, Live Assist, Full Automation, Failure and Emergency Operations

3.1.11.1.3 Traffic- Interface and traffic programming

3.1.11.1.4 News- Interface, operation, programming, failure and emergency operations

RCS RESPONSE: Comply

3.1.11.2 Cost for training shall be included in the base price of the system.



RCS RESPONSE: Comply

3.1.12 Support

3.1.12.1 Vendor shall provide telephone technical support 24/7, 365 days per year

RCS RESPONSE: Comply

3.1.12.2 Cost for this service shall be included in the base price of the system

RCS RESPONSE: Comply This is a recurring cost paid annually in advance after the first year. Subsequent years after the first are not included in the quote pricing.

Scenario One: Automation System interfaces with present WVEBA traffic software.

NOTE: Cost for training shall be included in the base price of the system.

RCS RESPONSE: Comply

Quantity	Description
----------	-------------

2	General Automation Hardware & Software
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RCS RESPONSE: Per clarification of this by addendum, RCS is supplying a configuration in each studio that includes a quantity of:

- (1) file server
- (2) workstations

10	News Packages software
----	------------------------

RCS RESPONSE: RCS is supplying a one-lot price that includes a quantity of:

- (10) News software licenses
- (1) PC to act as a server per the addendum. This rack-mount PC complies with the RFP specifications. It does not include a video monitor.



Since there are ten licenses but only one PC, RCS cannot provide a meaningful unit price.

Here are RCS overall quotation technical responses:

- **WVEBA is expected to physically place all PCs and provide AC power to them.**
- **WVEBA is expected to supply and terminate all audio cabling.**
- **WVEBA is expected to supply and terminate all GPIO cabling.**
- **WVEBA is expected to supply and terminate all Ethernet components including cabling and desired network switches.**
- **WVEBA is expected to supply suitable anti-virus software.**
- **WVEBA is expected to supply any automation interfaces required by existing traffic scheduling vendor Marketron for export of logs and Import of as-played logs.**

Please contact us with any questions that are developed as our bid response is evaluated.

Best Regards,

Criss Onan
RCS Northeast Regional Sales Manager
877-774-1034
conan@rcsworks.com
509 Aryault Rd.
Fairport, NY 14450



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

Solicitation

NUMBER
EBA465

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD
304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

BOOK

SHIP TO

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

DATE PRINTED
08/28/2013

BID OPENING DATE: 09/26/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	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 THE ONE TIME PURCHASE OF AN AUTOMATION SYSTEM FOR THE STATEWIDE PUBLIC RADIO NETWORK ACCORDING THE THE ATTACHED SPECIFICATIONS.						
AUTOMATION SYSTEM FOR THE STATEWIDE PUBLIC RADIO NETWORK ACCORDING TO THE ATTACHED SPECIFICATIONS.						
VENDOR SHOULD QUOTE EITHER BID SCENARIO 1 OR 2 OR BOTH AND THE OPTIONS LISTED. PLEASE LIST YOUR PRICING ON THE PRICING PAGE PROVIDED IN THE SOLICITATION.						
***** THIS IS THE END OF RFQ EBA465 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
<i>Cris Onan</i>	914-428-4600	9/23/13

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Regional Sales Manager	02-0619566	

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

OPTIONAL ITEMS PRICING

The price of the options shall not be factored into the selection of the automation system.

The options will be selected ala cart.

Shipping charges shall be included in the price of the item.

<u>Description</u>	<u>Unit</u>
General Automation Hardware and software	<u>\$75,416</u>
Expanded storage capacity in one terabyte increments.	<u>N/A - Please see cover letter</u>
Dual Monitor Screens	<u>\$380</u>
Touch Screen Operation	<u>\$1,069 - single monitor</u>
Conventional flat panel screens with Keyboard and mouse control	<u>\$190 - monitor-only, keyboard and mouse included with each PC price</u>

Criss Onan

9/23/13

Signature of Vendor

DATE

Company Name RCS

Address 445 Hamilton Ave, Seventh Floor

White Plains, NY 10601

Phone 914-428-4600

Fax 877-774-1034

Email conan@rcsworks.com

PRICING PAGE
EBA465 FM RADIO AUTOMATION SYSTEM

Shipping charges shall be included in the price of the system.

Agency reserves the right to select the Automation System style from either Scenario One or Scenario Two, which will best satisfy the mission of the agency. Basis for award is the lowest bidder meeting specifications for either bid scenario.

Scenario One: Automation System interfaces with present WVEBA traffic software.

NOTE: Cost for training shall be included in the base price of the system.

<u>Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Extended</u>
2	General Automation Hardware & Software	\$48,739	\$97,478
10	News Packages software	N/A - Please See Cover Letter	\$35,437
GRAND TOTAL			\$132,915

Scenario Two: Automation System has vendor supplied traffic software integrated into their system.

NOTE: Cost for training shall be included in the base price of the system.

<u>Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Extended</u>
2	General Automation Hardware and Software		NO BID
1	Traffic Software		NO BID
10	News Packages software		NO BID
GRAND TOTAL			NO BID

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

Company Name: RCS

Signed: Criss Onan

Title: Regional Sales Manager

Date: 9/23/13

Attachment
PO# _____

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

Agreed

Criss Onan 9/23/13
Signature Date

Signature Date

Regional Sales Manager
Title

Title

RCS
Company Name

Agency/Division

RFQ No. EBA465

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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that 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: RCS

Authorized Signature: *Criss Onan* Date: 9/23/13

State of New York

County of Monroe, to-wit:

Taken, subscribed, and sworn to before me this 23 day of September, 2013

My Commission expires 3/10, 2018

AFFIX SEAL HERE

NOTARY PUBLIC *Kathleen M Reynolds*
Purchasing Affidavit (Revised 07/01/2012)

KATHLEEN M. REYNOLDS
Notary Public, State of New York
No. 01RE6182949
Qualified in Monroe County
Commission Expires March 10, 2018

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.

RCS
(Company)

Criss Onan
(Authorized Signature)

Regional Sales Manager
(Representative Name, Title)

914 428-4600 877-774-1094
(Phone Number) (Fax Number)

9/23/13
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA465

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.

RCS

 Company

Criss Onan

 Authorized Signature

9/23/13

 Date

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



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

Solicitation

NUMBER
EBA465

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

VENDOR

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

DATE PRINTED
09/18/2013

BID OPENING DATE: 09/26/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
1.						
2.						
TO PROVIDE ANSWERS TO QUESTIONS RECEIVED. TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 01						

SIGNATURE <i>Criss Onan</i>	TELEPHONE 877-774-1034	DATE 9/23/13
TITLE Regional Sales Manager	FEIN 02-0619566	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'