

WV Division of Culture and History Cultural Center  
Solicitation # CRFP 0432 DCH1900000001  
TV Studio in a Box

## Cost Proposal



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

State of West Virginia  
Request for Proposal  
04 — Audio/Video

Proc Folder: 560060

Doc Description: CulCent Commerce TV Studio in a Box

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-03-12	2019-03-26 13:30:00	CRFP 0432 DCH1900000001	1

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

Digital Vodep Group Inc.  
8529 Meadowbridge Road STE 100  
Mechanicsville VA 23116  
804-559-8850 FAX 804-559-0017

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale  
(304) 558-8801  
stephanie.l.gale@wv.gov

Signature X

FEIN # 81-0606512

DATE 3/27/2019

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

**ADDITIONAL INFORMATION:**

Request for Proposal  
(Video Production Studio in a Box)

The West Virginia Purchasing Division for the Agency, The West Virginia Department of Arts, Culture and History, is soliciting proposals to secure a provider of a video production studio in a box and supporting studio equipment needed to establish a video production studio per the Specifications, Requirements and Terms & Conditions as attached hereto.

\* On-Line submissions of Request for Proposals are Prohibited\*

RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E  CHARLESTON                      WV25305-0300  US	RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E  CHARLESTON                      WV 25305-0300  US
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Line	Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
1	CulCent: Commerce TV Studio	1.00000	EA	\$292,573.70	\$292,573.70

Comm Code	Manufacturer	Specification	Model #
43200000	Various	Per this document and DVG Technical Narrative	Various

**Extended Description :**

Design & Fabricate an Integrated, Mobile, Television Studio package per specification using Attachment A Cost Sheet as attached.

DCH1900000001	<b>Document Phase</b> Draft	<b>Document Description</b> CulCent:Commerce TV Studio in a Box	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



# REQUEST FOR PROPOSAL

## West Virginia Department of Arts, Culture and History

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### SECTION 1: GENERAL INFORMATION

#### 1.1. Introduction:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Department of Arts, Culture and History (hereinafter referred to as the "Agency") to provide a video production studio in a box and supporting studio equipment needed to establish a video production studio.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

#### 1.2. RFP Schedule of Events:

RFP Released to Public.....	03/12/2019
Mandatory Pre-bid Conference.....	N/A
Vendor's Written Questions Submission Deadline .....	03/18/2019 at 9:00 AM. EST.
Addendum Issued.....	TBD
Technical Bid Opening Date.....	03/26/2019 at 1:30 PM. EST
Technical Evaluation Begins .....	TBD
Oral Presentation .....	TBD
Cost Bid Opening.....	TBD
Cost Evaluation Begins.....	TBD
Contract Award Made.....	TBD

**REQUEST FOR PROPOSAL**  
West Virginia Department of Arts, Culture and History

**SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

Instructions begin on next page.

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: March 18th, 2019 at 9:00 AM. EST.

Submit Questions to: Stephanie Gale, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Stephanie.L.Gale@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.



The bid delivery address is:  
 Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Video Production Studio in a Box  
 BUYER: Stephanie Gale  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus three (3) convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical  
☐ Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** March 26th, 2019 at 1:30 PM. EST.

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

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

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

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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



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

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.



**REQUEST FOR PROPOSAL**  
West Virginia Department of Arts, Culture and History

**SECTION 3: GENERAL TERMS AND CONDITIONS**

Terms and conditions begin on next page.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** Initial Contract Term: This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** -- This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☒ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.



**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.



☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

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

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- ☐
- ☐
- ☐
- ☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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



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

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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



**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/24/2019



Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

David B Thomas, Director Contract Sales  
 \_\_\_\_\_  
 (Name, Title)  
 David B Thomas, Director Contract Sales  
 \_\_\_\_\_  
 (Printed Name and Title)  
 8529 Meadowbridge Road, STE 100, Mechanicsville, VA 23116  
 \_\_\_\_\_  
 (Address)  
 804-559-8850 FAX 804-559-0017  
 \_\_\_\_\_  
 (Phone Number) / (Fax Number)  
 david@digitalvideogroup.com  
 \_\_\_\_\_  
 (email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Digital Video Group Inc.

(Company)

  
 \_\_\_\_\_  
 (Authorized Signature) (Representative Name, Title)

DAvid B Thomas, Director, Contract Sales  
 \_\_\_\_\_  
 (Printed Name and Title of Authorized Representative)

3/26/2019

(Date)

804-559-8850 FAX 804-559-0017  
 \_\_\_\_\_  
 (Phone Number) (Fax Number)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

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

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

**Addendum Numbers Received:**

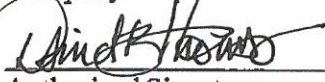
*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" 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.

Digital Video Group Inc

Company



Authorized Signature

3/26/2019

Date

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



# REQUEST FOR PROPOSAL

## West Virginia Department of Arts, Culture and History

### SECTION 4: PROJECT SPECIFICATIONS

- 4.1. Background and Current Operating Environment:** The Agency will establish a mobile video production studio in the basement of the State's Cultural Center. A more detailed description of the room in which the studio will be housed is attached hereto as Attachment B. The State of West Virginia will be responsible for any work classified as construction. Examples of this construction work include increasing electrical capacity, rerouting electrical wires, physically mounting equipment to the building structure, etc. The vendor should be responsible for providing the studio equipment, general studio layout, as well as delivery to and assembly of that equipment on site.
- 4.2. Project Goals and Mandatory Requirements:** Vendor should describe its approach and methodology to meeting the goals and objectives described below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.
- 4.2.1. Goals and Objectives –** The project goals and objectives are listed below.
- 4.2.1.1 Studio Equipment and Design –** Vendor should propose the studio equipment, studio design, and equipment installation/setup that it would use to establish a mobile video production studio in the basement of the Cultural Center that will be utilized to produce professional, broadcast ready, television programming; either live or recorded, in addition to the ability to stream broadcasts over the Internet when required. The studio and equipment should:
- A. Switch at least 16 video inputs
  - B. Record live video
  - C. Live-stream to a variety of content delivery websites including social media websites
  - D. Allow for remote access and viewing
  - E. Allow flexibility of location for cameras and displays throughout the studio
  - F. Utilize a network-based video workflow
  - G. Include at least four (4) professional broadcast-grade cameras that are remotely operable.
  - H. Include a system compatible teleprompter
  - I. Include a dedicated audio mixer and compatible microphones, both wired and wireless
  - J. Include sufficient desktop displays to support the system
  - K. Include sufficient mobile work surfaces to house the various control units and monitors
  - L. Include professional grade headphones for the operator
  - M. Include professional grade speakers and mounts suitable for the studio
  - N. Include professional, LED dimmable temperature-adjustable studio lighting, lighting stands, and controls
  - O. Include portable chroma keying backdrops.

# **REQUEST FOR PROPOSAL**

## **West Virginia Department of Arts, Culture and History**

**P.** Include a closed-captioning system that facilitates compliance with FCC regulations.

**Q.** Include appropriate warranties for all equipment.

**4.2.1.2 System Software** – Vendor’s proposal should include software necessary to operate the studio. That software should at a minimum:

**A.** Be compatible with Adobe Creative Suite

**4.2.1.3 Training** – Vendor should include in its proposal a minimum of 25 hours of in-person training on how to operate the studio equipment and utilize the system software.

**4.2.1.4 Mobility** – Vendor’s proposal should facilitate studio mobility to the greatest extent possible with a studio in a box type concept.

**A.** Vendor’s proposal should allow for remote shoots facilitated by easily transporting the equipment.

**B.** Components should be rack mounted where possible and facilitate case/castered enclosures.

**4.2.1.5 Installation** – Vendor’s proposal should include installation of the equipment and software proposed in Section 4.2.1.1 above along with details regarding how that installation will be completed.

**A.** Equipment should be configured within self-contained units to the greatest extent possible with necessary peripheral equipment plugged into those units where possible.

**4.2.1.6 Minimize Construction** – Vendor’s proposal should minimize required construction activities to the greatest extent possible and should list any construction activity that its solution may require. Construction in West Virginia has a very broad definition and would generally include any activity that modifies the existing facility in a permanent way. Attaching equipment to walls, changing ceiling configurations, electrical wiring, etc. would all qualify as construction. Any required construction activity will be performed by the State.

**4.2.2. Mandatory Project Requirements** – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.



# **REQUEST FOR PROPOSAL**

## **West Virginia Department of Arts, Culture and History**

**4.2.2.1** Vendor must provide a list of proposed equipment without cost information as part of the technical proposal for evaluation purposes.

**4.3. Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

**4.3.1. Qualification and Experience Information:** Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

**4.3.1.1.** Vendor should have experience as the firm contracted to design a mobile video production studio, obtain the equipment, and install the equipment in three commercial or governmental facilities with a viewing audience of at least 50,000 people.

**4.3.1.2.** Vendor should have, or subcontract with a firm that has, at least one person qualified to train Agency employees on how to use the studio equipment and software.

**4.3.1.3.** Vendor should provide resumes and/or qualifications of all individuals and firms (employed or subcontracted) that will perform work under a contract resulting from this RFP.

**4.3.1.4.** Vendor should have manufacturer certifications, where available, to service and repair equipment.

**4.3.1.5.** Vendor should have a manufacturer authorized service center that it owns or controls to repair and service equipment.

**4.3.1.6.** Vendor should provide post-sale warranty support onsite and full factory authorized repair at its service center.

**4.3.2. Mandatory Qualification/Experience Requirements –** The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

# REQUEST FOR PROPOSAL

## West Virginia Department of Arts, Culture and History

**4.3.2.1.** Vendor must have completed at least one project that required the design, equipment sourcing, and installation of a mobile video production studio.

**4.4. Oral Presentations :** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

**4.4.1.** Vendor should be prepared to discuss all aspects of its submitted proposal with an emphasis on the equipment list, equipment capabilities, and design elements.

### SECTION 5: VENDOR PROPOSAL

**5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

**5.2. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

**5.3. Proposal Format:** Vendors should provide responses in the format listed below:

**5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

**5.3.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

**5.3.3. Table of Contents:** Clearly identify the material by section and page number.

**5.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

**5.3.5. Proposal Submission:** All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.



# REQUEST FOR PROPOSAL

## West Virginia Department of Arts, Culture and History

### SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

**Evaluation Point Allocation:**

**Project Goals and Proposed Approach (§ 4.2)**

- Approach & Methodology to Goals/Objectives (§ 4.2.1) (35) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) (5) Points Possible

**Qualifications and experience (§ 4.3)**

- Qualifications and Experience Generally (§ 4.3.1) (15) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) (5) Points Possible

(Oral interview, (§ 4.4)) (10) Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

**Total Proposal Score: 100 Points Possible**

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

# **REQUEST FOR PROPOSAL**

## **West Virginia Department of Arts, Culture and History**

**6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

**6.5. Proposal Disqualification:**

**6.5.1. Minimum Acceptable Score ("MAS"):** Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

**6.5.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

**6.6. Cost Bid Opening:** The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

**6.7. Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

**Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

**Step 1:**  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

**Step 2:**  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

**Example:**

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

# REQUEST FOR PROPOSAL

## West Virginia Department of Arts, Culture and History

Proposal 1: Step 1 –  $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of } 1 (100\%)$   
 Step 2 –  $1 \times 30 = \text{Total Cost Score of } 30$

Proposal 2: Step 1 –  $\$1,000,000 / \$1,100,000 = \text{Cost Score Percentage of } 0.909091 (90.9091\%)$   
 Step 2 –  $0.909091 \times 30 = \text{Total Cost Score of } 27.27273$

- 6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this 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.

Digital Video Group Inc  
 \_\_\_\_\_  
 (Company)

David B Thomas, Director, Contract Sales  
 \_\_\_\_\_  
 (Representative Name, Title)

804-559-8850 FAX 804-559-0017  
 \_\_\_\_\_  
 (Contact Phone/Fax Number)

3/26/2019  
 \_\_\_\_\_  
 (Date)



**REQUEST FOR PROPOSAL**  
**West Virginia Department of the Arts, Culture and History**

**Attachment A: Cost Sheet**

**Equipment and Software Lists**

Line No.	Part Number	Description	Quantity	Unit Cost	Total Cost
1.00	AW-HE130KPJ	Panasonic PTZ Camera	4	\$ 8,017.00	\$ 32,068.00
2.00	Custom	Calzone Carrying Camera case	4	\$ 575.00	\$ 2,300.00
3.00	3015	AIR (1042) Toggle LW Tripod (440) AG Spreader (835) Pan Handle (682) Feet (550) Soft case (3512) Camera Plate (1204)	4	\$ 1,143.25	\$ 4,573.00
4.00	391	Miller LW Dolly	4	\$ 507.00	\$ 2,028.00
5.00	3612	Miller Smart Case	1	\$ 545.00	\$ 545.00
6.00	AW-RP150GJ	Panasonic PTZ Controller	1	\$ 4,390.00	\$ 4,390.00
7.00	AW-PS551P	Panasonic Power Supply	1	\$ 656.00	\$ 656.00
8.00	CSEMCP15PTZ	Cuescript Teleprompter Package	2	\$ 3,420.00	\$ 6,840.00
9.00	CSFIELDPTZ	Cuescript Calzone Prompter Case	2	\$ 1,100.00	\$ 2,200.00
10.00	CueIT Premeire	Cuescript Prompting Software	1	\$ 1,595.00	\$ 1,595.00
11.00	CSRAS	Cuescript (CSRAS) Matthews Monitor Stand II	2	\$ 465.00	\$ 930.00
12.00	DVPLUS/N*	Matrox Convert DVI Plus scan converter	1	\$ 1,106.00	\$ 1,106.00
13.00	CUSTOM	HP ProBook 6560b Laptop 15.6", Intel Core i5, 8GB RAM, 320GB HDD, Win10 Home	1	\$ 399.00	\$ 399.00
14.00	CUSTOM	Portable Green Screen/ Lighting System Includes the following items:	1	\$ 29,850.00	\$ 29,850.00
15.00		Global Truss Crank Stand Med Duty GTR ST-132	4		\$ -
16.00		Global Truss T-Bar w/2" Round Pipe GTR GT-LB132	4		\$ -
17.00		Truck Pack Hard Rubber Lined Utility Case OSP 45" ECA TP4524-30	3		\$ -
18.00		XXLT Portable Chroma Wall WxHxD 206"x118.5"x12.25" GS Kit XXLXT	1		\$ -
19.00		Lyra 1 X 1 Bi-Color Studio & Field Light w/ DMX LBX10	20		\$ -
20.00		48CH DMX Dimming Console ADJ Scene Setter	1		\$ -
21.00		Edison Power Cable @ 25', # NED-25 NED-25	4		\$ -
22.00		DMX 3-Pin Male to 5 Pin Female Adapter - 6in. DMX5F3M	1		\$ -
23.00		5-Pin DMX Cable @ 50' long DMX5-50	4		\$ -
24.00		5-Pin DMX Cable @ 15' long DMX5-15	18		\$ -
25.00		19" 7 Outlet Power Strip with 15" cord 15amp WB500883	4		\$ -
26.00		Mega Clamp Black TLC-MAB	20		\$ -
27.00	GRAPHITE-4RU-2ME-13IN	Graphite 4RU 2ME 13-In/8-out Production Switcher w/2 multiviewers, Xpression Graphite Edition, RAVE.	1	\$ 32,795.00	\$ 32,795.00
28.00	GRAPHITE-1RU-AUDBKM	Graphite 1 RU Audio Breakout Box w/ RAVE integrated internal Audio Mixer	2	\$ 2,870.00	\$ 5,740.00
29.00	PSU-12V16A-6PIN	Ross Redundant Frame Power Supply	1	\$ 528.00	\$ 528.00
30.00	CB1-PANEL	Ross 1ME Control Panel with 16 Source Crosspoint Buttons	1	\$ 7,415.00	\$ 7,415.00
31.00	B021-000-19-HD2	Tripplite Pull Out KVM Drawer for Xpression CG	1	\$ 910.00	\$ 910.00
32.00	FW-43BZ35F	Sony 43" LCD 1920x1080 Monitor (2 for multiviewers, 1 for talent monitor)	3	\$ 628.00	\$ 1,884.00
33.00	G-TOUR ELIFT 47	Gator Cases ATA Wood Flight Case w/ Electric LCD Lift & Casters; Fits LCD & Plasma Screens Up to 47"	3	\$ 1,408.00	\$ 4,224.00
34.00	Hi5-Plus	AJA HDMI to 3G-SDI with DSLR format support, includes 1 meter HDMI cable	3	\$ 348.00	\$ 1,044.00
35.00	LMDA170	Sony 17-in Production Video LCD Monitor	1	\$ 2,650.00	\$ 2,650.00
36.00	Custom	Calzon Monitor case	1	\$ 475.00	\$ 475.00
37.00					\$ -
38.00	QL1	Yamaha 16 Input Digital Audio Mixer	1	\$ 6,999.00	\$ 6,999.00
39.00	RIO1608-D	Yamaha 16 Input 8 Output Remote IO	1	\$ 3,955.00	\$ 3,955.00
40.00	HS8	Yamaha Powered Monitor Speakers	2	\$ 299.00	\$ 598.00
41.00	GR-4L	Gator Case Lightweight 4 RU Case	1	\$ 190.00	\$ 190.00
42.00	G-CASTERBOARD	Gator Case Molded Caster Kit	1	\$ 120.00	\$ 120.00
43.00	MDRV6	Sony Studio Monitor Headphone	1	\$ 91.00	\$ 91.00
44.00	DW-4-US-R	Sennheiser Wireless Lavaliere Microphone and Transmitter	4	\$ 1,250.00	\$ 5,000.00
45.00	DW-4-US-R	Sennheiser Wireless Handheld Microphone and Transmitter	2	\$ 1,250.00	\$ 2,500.00
46.00	BA-10	Sennheiser Rechargeable Battery Pack for Body Pack	4	\$ 49.95	\$ 199.80
47.00	BA-30	Sennheiser Rechargeable Battery Pack for Handheld Mic	2	\$ 49.95	\$ 99.90
48.00	CHG2 US	Sennheiser 2 BAY Battery Charger	2	\$ 220.00	\$ 440.00

Line No.	Part Number	Description	Quantity	Unit Cost	Total Cost
49.00	VS100	Newtek Talkshow	1	\$ 3,995.00	\$ 3,995.00
50.00	Interchange LTD	JKAudio Telephone Bridge	1	\$ 1,500.00	\$ 1,500.00
51.00	Innkeeper RX	JKAudio Digital Hybrid	1	\$ 850.00	\$ 850.00
52.00	PS-702	Clearcom Power Supply	1	\$ 779.00	\$ 779.00
53.00	PIC-4744	Clearcom IFB Controller	1	\$ 1,141.00	\$ 1,141.00
54.00	MA-704	Clearcom IFB Control Panel	1	\$ 820.00	\$ 820.00
55.00	CEP-RK	Clearcom Rack Kit for M-704	1	\$ 210.00	\$ 210.00
56.00	YC-66	Clearcom Y Adpater for IFB Systems	1	\$ 115.00	\$ 115.00
57.00	IC-25-6	Clearcom cable for IFB Systems	1	\$ 166.00	\$ 166.00
58.00	GM-9	Clearcom 9" Gooseneck Mic	1	\$ 169.00	\$ 169.00
59.00	P9TRA425CL	Shure Wireless IFB Transmission System	4	\$ 1,345.00	\$ 5,380.00
60.00	KiPro Ultra	AJA Digital Disk Recorder	2	\$ 3,525.00	\$ 7,050.00
61.00	KPU-Shelf	AJA Rack Shelf for KiPro Ultra	2	\$ 69.00	\$ 138.00
62.00	PAK-1000	AJA 1TB SSD Storage Module	2	\$ 1,319.00	\$ 2,638.00
63.00	KI-PAK-DOCK	AJA Storage Modules Dock with USB 3.0 connections to host computer	1	\$ 260.00	\$ 260.00
64.00	Helo	AJA Streaming Encoder	4	\$ 1,142.00	\$ 4,568.00
65.00	KPU-Shelf	Helo Rack Mount Kit	2	\$ 69.00	\$ 138.00
66.00	FS2	AJA, Frame Synchronizer	1	\$ 3,525.00	\$ 3,525.00
67.00	OGX-FR-CN	Ross, Frame	1	\$ 1,670.00	\$ 1,670.00
68.00	SRA-8802-R2	Ross, HD-SDI Video DA	1	\$ 415.00	\$ 415.00
69.00	UDA-8705A-R2L	Ross, Analog Video Utility Distribution Amplifier	3	\$ 285.00	\$ 855.00
70.00	ADA-8405-C-R2C	Ross, Analog Audio and Timecode DA with Remote Gain w/ Rear Module	2	\$ 375.00	\$ 750.00
71.00	9960-TG2-REF1	Cobalt Reference Generator - No GPS	1	\$ 2,980.00	\$ 2,980.00
72.00	RM20-9960-A	Cobalt Rear Panel	1	\$ 109.00	\$ 109.00
73.00	OG-3G-AMA	AJA Embedder cards	3	\$ 701.00	\$ 2,103.00
74.00	OG-US-4000	Apantac Computer to HD-SDI Scan Converter	1	\$ 1,815.00	\$ 1,815.00
75.00	GS728TPP	Netgear 24 port Ethernet Switch with PoE+	1	\$ 628.00	\$ 628.00
76.00	AMP1-2SDA+	Wohler Powered Audio Monitor with HD-Sdi and Analog Inputs	1	\$ 1,875.00	\$ 1,875.00
77.00	NK-3G34	Ross, NK-3G34 Routing System	1	\$ 3,955.00	\$ 3,955.00
78.00	RCP-QE18	Ross Control Panel	1	\$ 2,070.00	\$ 2,070.00
79.00	HD492	EEG Caption Encoder	1	\$ 9,090.00	\$ 9,090.00
80.00	LEXI	EEG Automated Captioning Service This is a per month Subscription Service. We are quoting 5 Hours per month@ \$299.00 per month for 12 months.	12	\$ 299.00	\$ 3,588.00
81.00	Custom	Virtual Chromakey Back Drops -Not to Exceed Allowance	1	\$ 5,000.00	\$ 5,000.00
82.00	CUSTOM	Calzone Double wide Case	2	\$ 2,670.00	\$ 5,340.00
83.00	CUSTOM	Calzone Accessory Case	2	\$ 1,375.00	\$ 2,750.00
84.00	R460S	Canare R460S Cable Reel with Casters	4	\$ 635.00	\$ 2,540.00
85.00	R380S	Canare R380S Cable Reel with Casters & Cable Cut-Out & Hanger	4	\$ 604.00	\$ 2,416.00
86.00		<b>Equipment and Software Lists Sub Total:</b>			<b>\$ 250,728.70</b>
	<b>Installation/Set-up Costs</b>				
87.00	DVG Engineering	DVG Engineering	72	\$ 165.00	\$ 11,880.00
88.00	DVG Installation	DVG Installation	80	\$ 165.00	\$ 13,200.00
89.00	DVG Project Management	DVG Project Management	16	\$ 165.00	\$ 2,640.00
90.00	DVG Materials	DVG Materials	1	\$ 8,500.00	\$ 8,500.00
91.00	DVG Travel	DVG Travel Expense	1	\$ 1,500.00	\$ 1,500.00
92.00		<b>Installation/Set-up Costs Sub Total:</b>			<b>\$ 37,720.00</b>
93.00	<b>Training Costs</b>				
94.00	DVG Training	DVG Training	25	\$ 165.00	\$ 4,125.00
95.00		<b>Training Costs Sub Total:</b>			<b>\$ 4,125.00</b>
96.00					
97.00	<b>Total Costs</b>	<b>Equipment/Software+ Installation/Set-Up Costs+ Training Costs:</b>			<b>\$ 292,573.70</b>

# REQUEST FOR PROPOSAL

## West Virginia Department of Arts, Culture and History

### Attachment A: Cost Sheet (Cont.)

#### Installation/Setup Cost

(Insert lump sum cost to install/setup the system)

\$37,720.00

#### Training Cost

Training Cost Per Hour x Training Quantity = Total Training Costs

\$165.00 x 25 hours = \$4,125.00

#### Total Cost

Equipment Cost	+	Installation/Setup Cost	+	Training Cost	=	Total Cost
<u>\$250,728.70</u>	+	<u>\$37,720.00</u>	+	<u>\$4,125.00</u>	=	<u>\$292,573.70</u>

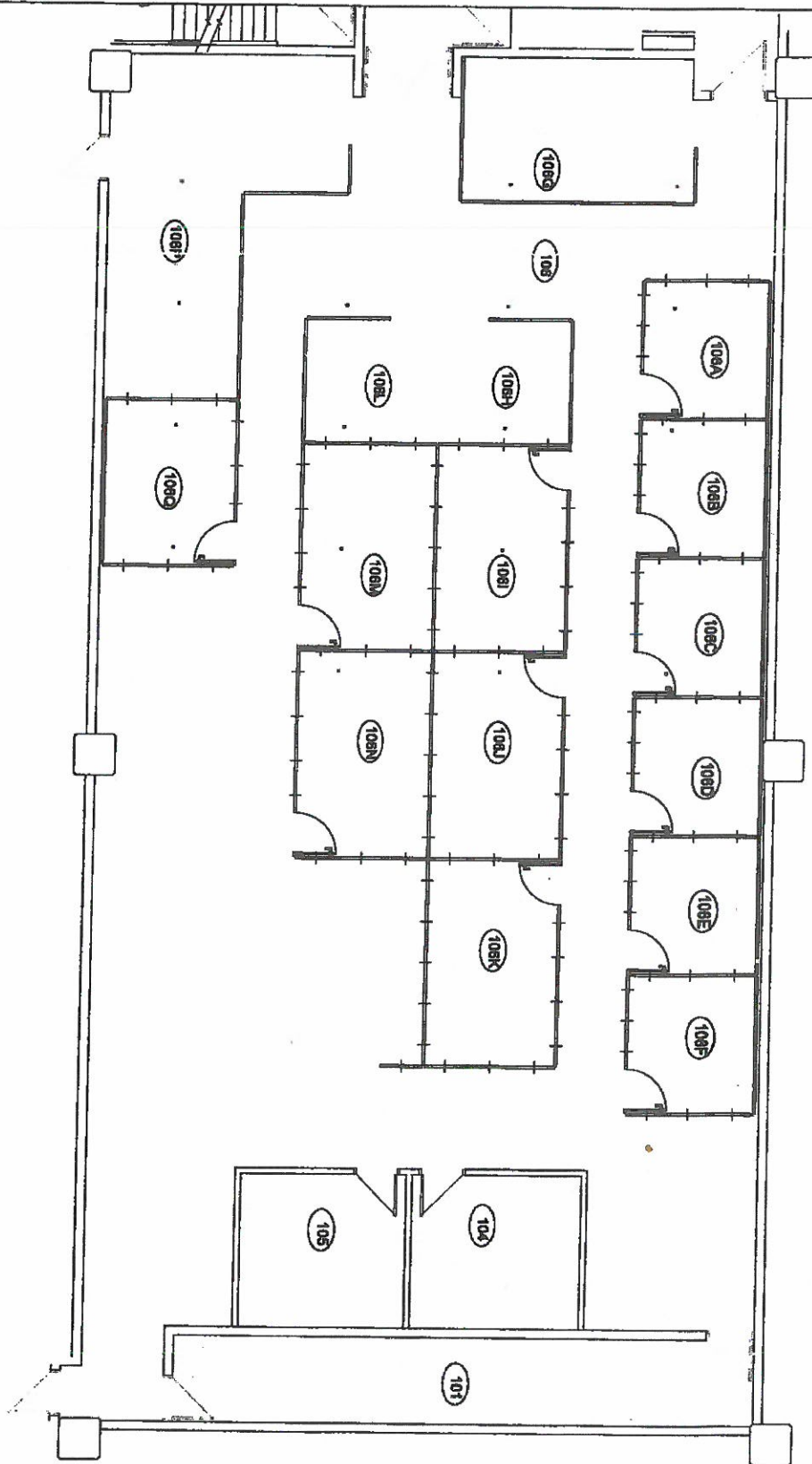


# **REQUEST FOR PROPOSAL**

West Virginia Department of Arts, Culture and History

## **Attachment B – Studio Room General Layout**

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## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*



STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Digital Video Group Inc.

Authorized Signature: *[Signature]*

Date: 3/19/2019

State of Virginia

County of Hanover, to-wit:

Taken, subscribed, and sworn to before me this 19<sup>th</sup> day of MARCH, 2019.

My Commission expires August 31, 2022

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

*[Signature]*  
Purchasing Affidavit (Revised 01/19/2018)

# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Digital Video Group Inc Address: 8529 Meadowbridge Rd. Suite 100  
Mechanicsville, VA 23116

Name of Authorized Agent: David B Thomas Address: Same

Contract Number: CRFP 0432 DCH1900000001 Contract Description: One Time Purchase

Governmental agency awarding contract: West Virginia Department of Arts, Culture and History

☐ Check here if this is a Supplemental Disclosure

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

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

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

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

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

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

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

Signature:  Date Signed: 3/19/2019

**Notary Verification**

State of Virginia, County of Hanover:

I, Kristin Dorch-Pleasant, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 19<sup>th</sup> day of MARCH, 2019

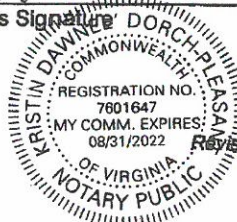
  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



Revised June 8, 2018