



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

Solicitation

NUMBER

EBA469

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CONNIE OSWALD
304-558-2157

RFQ COPY

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WNPB-TV

191 SCOTT AVENUE

MORGANTOWN, WV
26505

293-6511

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DATE PRINTED

08/28/2013

BID OPENING DATE: 09/26/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA PUBLIC BROADCASTING AUTHORITY (WVEBA) REQUEST A QUOTE TO PROVIDE A HIGH DEFINITION STUDIO PRODUCTION SYSTEM THAT CONSISTS OF A HD VIDEO SWITCHER/CHARACTER GENERATOR/DVE, MONITORING AND CAMERA SYSTEM LOCATED AT THE WVEBA STATION AT 191 SCOTT AVE., MORGANTOWN, WV 26505 PER THE ATTACHED SPECIFICATIONS.						
0001	1	EA	840-50			
PORTABLE, LIVE DIGITAL BROADCAST SWITCHER						
NEWTEK TRICASTER 8000 OR EQUAL						
0002	1	EA	840-50			
NEWTEK LIVE TEXT 2 REMOTE TITLING SOFTWARE OR EQUAL						
0003	1	EA	840-50			
NEWTEK VIRTUAL SET EDITOR 2 (TWO LICENSES) OR EQUAL						

SIGNATURE

TELEPHONE

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TITLE

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ADDRESS CHANGES TO BE NOTED ABOVE

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



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0004	2	EA		840-50		
				PANASONIC 65" SMART VIERA E60 SERIES FULL HD LED		
				TV OR EQUAL		
0005	2	EA		840-50		
				PEERLESS INDUSTRIES FULL SERVICE VIDEO WALL MOUNT		
				FOR 40" TO 65" FLAT PANEL DISPLAYS OR EQUAL		
0006	3	EA		840-50		
				SAMSUNG UA22ES5000 22" SERIES 5 SLIM MULTI-SYSTEM		
				LED TV OR EQUAL		
0007	3	EA		840-50		
				PANASONIC AG-HPX370 SERIES P2 HD CAMCORDER OR EQUAL		

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0008	3	EA		840-50		
				FUJINON MS-01 REAR ZOOM AND FOCUS LENS		
				CONTROL KIT FOR ENG/EPF LENSES OR EQUAL		
0009	3	EA		840-50		
				PANASONIC 300 STUDEIO CAMCORDER STUDIO SYSTEM OR		
				EQUAL		
0010	3	EA		840-50		
				PANASONIC RACK MOUNT FOR AG-BS300 OR EQUAL		
0011	3	EA		840-50		
				PANASONIC SHAN-TM700 QUICK RELEASE TRIPOD ADAPTER		
				OR EQUAL		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0012	3	EA		840-50		
				PANASONIC MODEL STUDIO 300/100 CABLE BUNDLE OR EQUAL		
0013	3	EA		840-50		
				PANASONIC MODEL 300 LENS RETURN OR EQUAL		
0014	3	EA		840-50		
				PANASONIC MODEL 300 TALLY TRIGGER OR EQUAL		
0015	1	EA		840-50		
				AJA HD/SD 8 CHANNEL AES EMBEDDER/DISEMBEDDER OR		
				EQUAL		
0016	3	EA		840-50		
				VELLO RIG VISION 9" HD CAMERA MONITOR OR EQUAL		

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0017	3	EA		840-50		
	PEARSTONE 4.2" (10.7CM) ARTICULATING ISRAELIE ARM					
	OR EQUAL					
0018	1	EA		840-50		
	1000' REEL BELDEN 1694A PRECISION VIDEO CABLE					
	(ORANGE) OR EQUAL					
0019	1	EA		840-50		
	1000' REEL BELDEN 1694A PRECISION VIDEO CABLE					
	(GREY) OR EQUAL					
0020	500	EA		840-50		
	KINGS 2065-10-9 BNC CONNECTORS OR EQUAL					

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0021	1	EA		840-50		
				KINGS KTH-1000 HAND CRIMP TOOL OR EQUAL		
0022	1	EA		840-50		
				KINGS KTH-2255 DIE SET FOR 1694A CABLE OR EQUAL		
***** THIS IS THE END OF RFQ EBA469 ***** TOTAL:						

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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 non-binding.

Question Submission Deadline: September 11, 2013

Submit Questions to: Connie Oswald
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: 304-558-3970
 Email: Connie.S.Oswald@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 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 bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

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 _____ 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: ☐ 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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: September 26, 2013 at 1:30 pm

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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

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

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

 - 2.8 **"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: 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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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.

☒ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall 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 Purchase Order 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. **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.

7. **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 of 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.

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

- ☐ **BID BOND:** All Vendors shall furnish a 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 . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **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 issued and 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.

- ☐ **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.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:**
or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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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 above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, 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.

☐
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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.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein 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.
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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. 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.

15. 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.

16. 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.

17. PAYMENT: 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

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

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, 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 submission of its bid 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.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. 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>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.
- 51. 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.

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

52. 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:

- a. 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
- b. 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.

53. 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.

REQUEST FOR QUOTATION

EBA469 High Definition Studio Production System

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Educational Broadcasting Authority (WVEBA) to establish a contract for a High Definition Studio Production System that consists of a HD Video Switcher/Character Generator/DVE, Monitoring and Camera System.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Contract Services”** means a High Definition Studio Production System that consists of a HD Video Switcher/Character Generator/DVE, Monitoring and Camera System under this contract.

2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as EBA469.

3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

3.1 Specifications must be **equal to** or exceed items listed below.

3.1.1 Newtek Tricaster 8000 portable live digital video switcher, or equal

Channels	24-10 external 6 internal 8 M/E buses
Video Input	8 simultaneous live video sources, configurable as SDI, analog or router inputs, in any combination of HD-SDI, HD Component, SD-SDI, SD Component, Y/C (BNC) or Composite connections and resolutions
Network Sources	2 live sources via Gigabit connection, selectable from any networked computer or Apple AirPlay device
Media	6 integrated digital media sources for video, graphics and sounds
Frame Buffer	9 channels for static graphics or watch folder
Mix / Effect Buses	8 re-entrant M/Es with independent 3D positioning, scaling, cropping, keying, transitions and Proc Amp controls

Macros	Record operation sequences and attach to keyboard shortcuts, control surface actions or on-screen hotspots
DSKs	4 primary DSK channels and 4 layers of overlay per M/E bus, each with independent transition controls, 3D positioning, scaling, cropping and integrated TransWarp effects
Effects and Transitions	<p>Integrated TransWarp effects engine on all effects channels supports standard transitions, customizable animation store transitions with audio, and overlay effects</p> <ul style="list-style-type: none"> - Animation Store Creator for custom animations - Supports per-pixel alpha blending between sources and real-time 3D warping of video or graphics
Virtual Sets	<p>24 HD live virtual sets, with multiple camera angles, real-time reflections, specular highlights, animated zoom and presets</p> <ul style="list-style-type: none"> - Live pan and zoom of virtual camera and customizable virtual camera presets with animated, pan, zoom and pedestal moves
Hotspots	Up to 8 freely configurable, interactive hotspots per input
Video Output	<p>Up to 14 configurable connections and 8 A/V output signals</p> <ul style="list-style-type: none"> - Mix and match output formats, connections, and resolutions - HD-SDI, HD Component, SD-SDI, SD Component, Y/C (BNC) or Composite - HDMI and VGA for additional displays or projectors - Network output for live streaming and/or sending A/V output to network-connected TriCaster
Recording	<p>Multi-track, multi-format recording of up to 8 simultaneous channels via IsoCorder technology</p> <ul style="list-style-type: none"> - Native recording in up to 1080p with timecode
Recording Capacity	<p>~ 50 hours 1080i or ~ 300 hours 480i</p> <p>4 trayless SATA III removable drive bays with hot-swap support for unlimited storage and backup</p>
Social Media Publishing	Integrated application for content upload to YouTube, Facebook, Twitter, Flickr, FTP or network servers
Live Streaming	<p>HD live streaming via Gigabit connection, with presets in up to 720p, supporting most common streaming profiles and custom multi-bitrate streaming profiles, configured via browser based plug-ins, Adobe Flash to Flash media server connections or Microsoft Windows Media Push/Pull</p> <ul style="list-style-type: none"> - Streaming Profile Manager with integrated Web browser and integrated Livestream plug-in ...

Audio Inputs	8 SDI embedded 8 AES3/EBU 8 x 2 balanced XLR (Mic/Line) Phantom power support
Audio Outputs	3 SDI embedded 2 AES3/EBU 4 balanced XLR 4 balanced XLR (AUX) 1 stereo 1/4" for headphones
Audio Mixing	Integrated multi-channel audio mixer for internal and external audio sources, outputs, stream and headphones - Seven-band equalizer and full stereo compressor/limiter per input and output - Digital audio inputs equipped with audio time-base synchronizers - Supports companion iPad audio mixing app and Avid Artist Series audio control surfaces
Supported Formats	NTSC: 1080/30p, 1080/24p, 1080/60i, 720/60p, 720/30p, 720/24p, 480/60i
Playback Media Formats	AVI, DV, DVCPro, DVCProHD, FLV, F4V, H.263, H.264, MOV, MKV, MJPEG, MPEG (1, 2, all profiles, program or transport streams), MP4, WMV, WebM, PSD, PNG, TGA, BMP, JPEG, EXR, RAW, TIF, AIFF, MP3, WAV, and more, with Import Media application for batch import with optional transcoding of files (including Apple ProRes) - NewTek SpeedHQ codecs for Mac and PC for extended file compatibility with TriCaster and system applications
Export Media Formats	Export media application for batch copying with optional transcoding of files to compatible formats for different applications and devices: AVI, DV, DVCPro, DVD, H.264, MOV, MPEG-2, MJPEG, MP4, WebM and more - Presets for NLEs: Adobe Premiere, Avid Media Composer, Apple Final Cut Pro, and more - Presets for mobile platforms: Android, iPad, iPhone, iPod Touch and more
Monitoring	Freely configurable for any combination of input sources, program, preview, M/E buses, clocks or images
Signal Monitoring	Integrated Waveform and Vectorscope, full field rate with color preview and support for ITU-R Rec. 601 and 709
Processing	Video: 4:4:4:4, 32-bit floating point Audio: 4 channels, 96 kHz, 32-bit floating point
Fail-Safe	Multi-tiered hardware and software fail-safe
Rack Height	4U rack mount

Power	550W redundant, removable power supply
Dimensions	19 x 7.25 x 21.5" (48.3 x 18.4 x 54.6 cm)
Weight	42 lbs (19 kg)

3.1.2 NewTek LiveText 2 Remote Titling Software or equivalent.

The NewTek LiveText 2 Remote Titling Software allows addition of a dedicated title station to live production videos. It enables transfer of HD titles and graphics to any TriCaster portable live production system, thereby providing increased workflow support.

Integrated Datalink application allows live display of scores, time, prices, or any rapidly changing data. In addition, the LiveTime feature displays an embedded real-time clock and date in title pages. Supporting pre-production of video titles on a Windows laptop, the LiveText2 software offers improved accuracy and production quality.

The LiveText 2 Remote Titling Software allows easy creation of still, scroll, and crawl pages. In addition, it enables operator to save one page or an entire project for flexibility. Using installed TrueType font, the titling software provides a wide range of text options, and supports instant recall or saving of text styles. Supporting creation of graphic objects such as boxes, circles, splines, the titling software offers vector-based drawing tools for custom graphics.

Allows addition of a dedicated title station to live production videos

Enables transfer of HD titles and graphics to any TriCaster portable live production system, thereby providing increased workflow support

Integrated Datalink application allows live display of scores, time, prices, or any rapidly changing data

LiveTime feature displays embedded real-time clock and date in title pages

Supports pre-production of video titles on a Windows laptop

Offers improved accuracy and production quality

Allows easy creation of still, scroll, and crawl pages

Enables operator to save one page or entire project for flexibility

Provides a wide range of text options using installed TrueType font

Supports instant recall or saving of text styles

- Supports creation of graphic objects such as boxes, circles, and splines
- Offers vector-based drawing tools for custom graphics
- Offers easy management of title changes for speakers and events
- Allows pages to be saved as 32-bit images for transparency with overlays
- Supports team expansion with on-air titles from a remote station

3.1.3 NewTek Virtual Set Editor 2 (Two Licenses) or equivalent

The **NewTek Virtual Set Editor 2 (Two Licenses)** is a software application that lets operator create a lifelike, virtual studio set, such as a newsroom, around one or more people/hosts/guests. Operator can choose from numerous virtual set presets and edit them or create their own sets from scratch. Operator can adjust color schemes, add custom artwork, reflective surfaces, camera movements, live video layers, and have live video bend with the curve of a wall. A feature called Animation Store Creator with a TransWarp effects engine will additionally let operator add customized animated transitions with alpha channel and embedded audio, real-time cloth dynamics, warped animated 3D effects and transformations, and motion overlays. Virtual Set Editor simultaneously supports up to four live video sources that can be scaled, rotated, and even mapped to 3D shapes.

The program works in conjunction with a TriCaster. Just place a green screen behind talent, plug a camera into the TriCaster, and the virtual set operators select and design will fill in the rest. All HD versions of TriCaster are compatible. The green screen only has to be big enough to cover the person or people in front of the camera.

The application comes with two licenses -- one for a TriCaster and the other for standalone use on a Windows-compatible PC. The standalone license is for editing sets outside of the TriCaster. Every TriCaster already has some virtual sets. The Virtual Set Editor just has many more and lets you edit them.

Dual Licenses

Dual licenses to extend your design workflow from a TriCaster to a standalone Windows workstation

Animation Store Creator

Built-in Animation Store Creator to transform custom image sequences into animated transitions with 3D TransWarp effects and audio (Animation Store Creator will not be accessible on TriCaster models that do not support Animation Store transitions)

Generate from Layered PSD Files

Generate projects from layered PSD files (including keyed out areas); design sets from scratch in operators favorite graphics creation application; import and customize

Realistic Camera Operation

Get realistic virtual camera operation, with adjustable shot framing and animated movements

Multiple Angles

Customizable starter sets with multiple angles, real-time reflections and specular highlights

User-Friendly Controls

User-friendly controls for quick and easy creation right out of the box

Export as LiveSet Installer

Export as executable LiveSet installer for use with any HD version TriCaster, such as TriCaster 40 and 455

Network Updates

Instant availability of new virtual sets and effects, with support for output and update over the network to TriCaster (select set features and effects may not be fully supported by all TriCaster models)

3.1.4 Panasonic 65" SMART VIERA E60 Series Full HD LED TV or equivalent

Display	
Screen Size (Diagonal)	64.5"
Panel Type	LED LCD
Aspect Ratio	16 : 9
Pixel Resolution	1920 x 1080
Viewing Angle(H x V)	176° H x 176° V
Video	
Video System	ATSC, NTSC, QAM
HDTV Compatibility	Not Specified By Manufacturer
TV Tuner	Yes
3D	No
Speaker	
Sound	Stereo
Subwoofer	No
Power	20 W
Orientation	V-Audio Surround
Dolby Digital	No

Connectivity	
Inputs/Outputs	3x HDMI Audio/Video In (Rear) 1x RCA Component Video In (Rear) 1x RCA Composite Video In (Rear) 1x RCA Stereo (L/R) Audio In (Rear) 1x Optical SPDIF Audio Out (Rear) 1x Ethernet LAN In (Rear) 2x USB 2.0 Audio/Video/Photo In
Convenience	
Picture Modes	Cinema, Custom, Home Theater, Standard, Vivid
Media Player	3GPP AAC FLAC FLV JPEG M4V MKV MP3 MP4 PS TS VOB VRO WMA Pro WMV
Wi-Fi	Built-in
Remote Control	Yes
Wall Mountable	VESA
General	
Power Requirements	110-127 VAC, 60 Hz
Power Consumption	Not Specified By Manufacturer
Operating/Storage Temperature	Operating 32 to 95 °F (0 to 35 °C)
Energy Star Compliant	Version 6.0
Safety Standards	UL60065 FCC Parts15 CSA C22 2/IC BETS-7
Dimensions (WxHxD)	57.4 x 33.3 x 2.1" / 145.80 x 84.58 x 5.33 cm <i>without stand</i> 57.4 x 35.6 x 13.2" / 145.80 x 90.42 x 33.53 cm <i>with stand</i>

3.1.5 Peerless Industries Full-Service Video Wall Mount for 40 to 65" Displays or equivalent.

The Peerless Industries Full-Service Video Wall Mount for 40 to 65" Displays holds flat-panel displays up to 150 lb (68 kg) in landscape display orientation to form a perfectly spaced video wall.

Video Wall Mounting

- Provides best viewing positions to flat-panel displays ranging from 40 to 65" (102 to 165 cm)
- Can hold displays up to 150 lb (68 kg)
- Allows operator to create video walls in any number of configurations
- Landscape display position

Quick Screen Access

- Pull-out/prop-open hinge mechanism provides rapid service access to individual displays in a video wall
- Spring-loaded mechanism smoothly places the display back in place

Easy Setup

- Custom wall plate spacers (not included) save tedious measurement time
- Tool-less micro-adjustments at 8 points for precise and effortless alignment of the displays

Clutter-free Look

- Displays and mounts can sit flush against the wall, providing a neat look to the setup
- Open wall plate architecture offers increased electrical and cable management options
- Integrated cable management tie-backs organize cables

Monitor Mounting

- Adjustable VESA mounting hole patterns in 100 mm increments, starting at 200 x 200 mm up to 700 x 400 mm
- Additional VESA patterns are supported with adapter plates
- Security hardware for preventing the mount from extending out from the wall

3.1.6 Samsung UA22ES5000 22" Series 5 Slim Multi-System LED TV or equivalent.

Screen Size (Diagonal)	22" (55.9 m)
Pixel Resolution	1,920 x 1,080
CMR	Clear Motion Rate: 100Hz
Design	Stand type: round Narrow bezel type: D3 (rose, black)
Audio	Dolby Digital Plus / Dolby Pulse SRS TheaterSound HD dts 2.0 Digital out Auto Volume Leveler
Speaker	3W x2, Down-firing, full range
Video System	NTSC, PAL, SECAM
TV Tuner	Analog, digital programming requires purchase of a DTV tuner
HDTV Compatibility	Up to 1080p
Inputs/Outputs	HDMI x3 USB x1 Headphone x1 Component in (Y/Pb/Pr) x1 Composite in (AV) x1 (Common use for component Y) PC in (D-sub) x1 RF in (Terrestrial / Cable input) x1 PC audio in (Mini jack) x1 DVI audio in (Mini jack) x1 (Common use for PC audio in)
Picture in Picture (PIP)	No
Remote Control	Yes
Menu Language	Multi-language OSD
Advanced Features	Wide Color Enhancer Digital Noise Filter Auto Power Off Clock and On/Off Timer Sleep Timer ConnectShare (USB 2.0) Game Mode Triple Protector Auto Channel Search Teletext (TTX) (1,000 pages)
Wall Mountable	VESA / Mini mount
Power Requirements	AC 100-240V 50/60Hz
Power Consumption	Under 0.3W

Energy Star Compliant	No, Energy efficiency class A
Dimensions	Set without stand: 20.21 x 12.44 x 1.95" (513.4 x 316.2 x 49.6 mm) Set with stand: 20.21 x 14.34 x 6.33" (513.4 x 364.4 x 161 mm)
Weight	Set without stand: 7.27 lb (3.3 kg) Set with stand: 7.71 lb (3.5 kg)

3.1.7 Panasonic AG-HPX370 Series P2 HD Camcorder or equivalent

- Advanced 1/3" 2.2MP 3-MOS Sensors
- Full 1920 x 1080
- Full-raster, 4:2:2, 10-bit Sampling
- AVC-Intra / DVCPRO HD
- DVCPRO 50 / DVCPRO / DV
- Improved Lowlight Sensitivity
- Interchangeable 17x Fujinon HD Zoom Lens
- 2/3" Lens Compatibility
- Timecode, Genlock
- HD/SD-SDI

Signal System	AVC-Intra 100, AVC-Intra 50, DVCPRO HD, DVCPRO 50, DVCPRO/DV 59.94Hz: 1080/59.94i, 1080/29.97p, 1080/29.97pN, 1080/23.98p, 1080/23.98pA, 1080/23.98pN, 720/59.94p, 720/29.97p, 720/29.97pN, 720/23.98p, 720/23.98pN, 480/59.94i, 480/29.97p, 480/23.98p, 480/23.98pA 50Hz: 1080/50i, 1080/25p, 1080/25pN, 720/50p, 720/25p, 720/25pN, 576/50i, 576/25p
Image Device	1/3" 2.2MP Progressive MOS Image Sensor x3
Lens	Fujinon 1/3" Bayonet Mount (17x Optical)
Signal-to-Noise Ratio	
Horizontal Resolution	>1000 TV Lines (Center)
Sensitivity	F11 (2000 lx, 3200K, 89.9% reflect, 1080/50i) F10 (2000 lx, 3200K, 89.9% reflect, 1080/59.94i)
Minimum Illumination	0.4 lux (F/1.6, Gain 24dB, Shutter 1/30)
Vertical Smear	
Built-in Filters	ND: Clear, 1/4, 1/16, 1/64

LCD Monitor	3.2" Widescreen Color LCD (921,000 Pixels)
Viewfinder	0.45" Widescreen Color (1.23 MegaPixels)
Scan Matching	Yes Different Ranges for Different Record Modes
Memory Card Slot	(2) P2 Card Slots for Video (1) SD Memory Card Slot for Scene-File Sharing
Shutter Speed Range	1/6 to 1/2000 sec (Range depends on Record Mode)
Gain Selection	-3dB to +24dB Range
Maximum Recording Time	<p>AVC-Intra 100/DVCPRO HD Approx. 16 min. with a 16GB P2 card Approx. 32 min. with a 32GB P2 card Approx. 64 min. with a 64GB P2 card</p> <p>AVC-Intra 50/DVCPRO50 Approx. 32 min. with a 16GB P2 card Approx. 64 min. with a 32GB P2 card Approx. 128 min. with a 64GB P2 card</p> <p>DVCPRO/DV Approx. 64 min. with a 16GB P2 card Approx. 128 min. with a 32GB P2 card Approx. 256 min. with a 64GB P2 card</p>

Audio

Audio Dynamic Range	
Audio Signal Format	16 bit/48kHz 4-Channels
Audio Frequency Response	20Hz to 20kHz
Signal to Noise Ratio	

General

Input and Output Connectors	Composite: BNC (x1 Output) HD/SD-SDI: BNC (x2 Output) Mic/Audio: XLR, 3-Pin Female (x2 Input, Ch1/Ch2) Audio Out: Pin Jack (x2 Output, Ch1/Ch2) Earphone: 3.5mm Stereo Mini Jack (x1 Output) Genlock: BNC (x1 Input) Timecode: BNC (x1 Input, x1 Output) FireWire: 6-Pin (x1 Input/Output) DC Power: XLR 4-Pin (x1 Input, x1 Output) Remote: 10-Pin Lens: 12-Pin USB 2.0: Type-A/B 4-Pin (Host/Device)
Power Requirements	12VDC (11-17V)
Power Consumption	19W
Operating Temperature	32-104°F (0-40°C)

Dimensions (WxHxD)	6.7 x 6.9 x 21.6" (24.6 x 25.1 x 54.9cm)
Weight	11 lbs (5kg)

3.1.8 Fujinon MS-01 Rear Zoom and Focus Lens Control Kit for ENG/EFP lenses or equivalent.

The Fujinon MS-01 is a semi-servo kit consisting of the SRD-92B zoom servo demand, CFH-3 focus handle/grip, CFC-12-990 flexible cable, and FMM-6B manual focus module. The kit provides precision control for ENG/EFP lenses over a variety of applications.

3.1.9 Panasonic 300Studio Camcorder Studio System or equivalent Kit shall Include:

Panasonic AG-CA300GPJ Camera Adapter

Panasonic AG-BS300PJ Digital Base Station

Panasonic AG-EC4GPJ Extension Control Unit

Panasonic's 300Studio Camcorder Studio System brings HD studio production capability to camera operator's P2 and DVCPRO camcorders. Compatible with the AJ-HPX3700, AJ-HPX2700, AJ-HPX3000, AJ-HPX200, AND AG-HPX500 P2 cameras, as well as the DVCPRO AJ-HDX900, the 300Studio enables high-quality digital signal transmission at up to 328 feet, along with remote camera control and other professional features. The system is comprised of three main pieces:

The **AG-BS300 Digital Base Station** is the nucleus of the system. The base station connects to the camera using optional studio cables to allow transmission of HD digital images, return images, tally signals, mic signals and genlock signals over distances of 25, 50, or 100 meters, depending on cable length.

The **AG-CA300G Camera Adapter**, lightweight and compact, mounts directly on the back of the camcorder, boosts mobility and allows the use of various professional batteries (with optional battery plate).

The **AG-EC4GPJ Extension Control Unit** offers remote control of the base station, up to 50 meters (164 feet) away, or can be attached directly to the camera for control use.

3.1.10 Panasonic Rack Mount for AG-BS300 or equivalent

The Panasonic Rack Mount for AG-BS300 is designed specifically to accommodate the AG-BS300 digital base station. The single rack unit (1RU) kit allows the base station to be mounted in a standard 19" studio rack space.

3.1.11 Panasonic SHAN-TM700 Quick-Release Tripod Adapter or equivalent

The Panasonic SHAN-TM700 is a quick-release camera mounting plate. This plate allows the camcorder to release from the support and be used handheld in a very easy and fast fashion.

3.1.12 Panasonic Model STUDIO300/100 cable bundle or equivalent

100 Meter (328 Feet) High Performance Cable Bundle

3.1.13 Panasonic Model 300LensReturn or equivalent

Return Video Control from Rear Lens Control

3.1.14 Panasonic Model 300TALLYTRIGGER Cable or equivalent

Tally Trigger Cable (for use only with AG-HPX300/370)

3.1.15 AJA HD/SD 8 Channel AES Embedder/Disembedder or equivalent

The AJA HD10AM is a dual rate 8-channel AES audio Embedder/Disembedder. The Disembedder is always functional providing 4 AES outputs. The Embedder is user selectable, on a channel pair basis, to either "pass" SDI input audio or to embed input AES audio from the breakout cable. AES inputs are sample rate converted to a 48KHz rate synchronous to the video input. The HD10AM automatically detects and configures to the input video standard.

Features

Dual rate HD-SDI/SDI Embedder/Disembedder

8-Channel AES I/O

Supplied breakout cables for balanced AES - XLR connectors

HD-SDI/SDI input, 2 HD-SDI/SDI outputs

Dipswitch configuration

5-18VDC Power

3.1.16 Vello RigVision 9" HD Camera Monitor or equivalent

The Vello RigVision 9" HD Camera Monitor is lightweight and has a 1024 x 600 backlit TFT display that is flicker-free and vibrant even in low-light conditions.

The monitor offers a 160° viewing angle. Resolution, contrast, and position are all adjustable. Inputs include HDMI, AV, VGA, VGA Audio, S-Video, and component. A standard 1/4"-20 tripod socket is available for easy mounting. In addition to dedicated source, up, down, menu and sleep buttons, quick-access buttons are available for shutter release, autofocus, and bulb exposure.

The dedicated shutter release and autofocus buttons on the RigVision allow operator to do all their shooting directly from the monitor itself. The RigVision includes a list of Shutter Release Cables that enables the device to work with most popular SLR camera models.

The monitor works off of either AC power or battery power, and both an AC power supply and a battery with a charger are included. Also included among many accessories is a remote control that can adjust volume and all menu settings.

Lightweight and Versatile HD Monitor

- Weighs only 1.64 lbs
- A 1024x600 backlit TFT-LCD
- Flicker-free and vibrant even in low-light

- Resolution, contrast, and position are all adjustable
- Works on either AC power or battery power (both included)
- An included remote control powers on and off and adjusts settings
- Equipped with HDMI, AV, VGA, VGA Audio, S-Video, and component inputs
- Includes many accessories, such as shutter release cables and a screen shade

3.1.17 Pearstone 4.2" (10.7cm) Articulating Israeli Arm or equivalent

The Pearstone 4.2" (10.7cm) Articulating Israeli Arm is an arm used to mount small displays on prosumer and professional camcorders. The arm's unique design features a single-point locking mechanism, which gives the user maximum flexibility. Moving the display on multiple axes is quick and easy, allowing users to find the best possible viewing angle.

The full length of this arm (tip-to-tip) measures 7.5" (19 cm), and the usable extension range (end-joint to end-joint) measures 4.2" (10.7cm).

Maximum mounting flexibility.

Single point locking mechanism.

Fits on any standard shoe mount.

3.1.18 Belden 1694A Precision Video Cable (Orange) 1000' reel or equivalent

3.1.19 Belden 1694A Precision Video Cable (Gray) 1000' reel or equivalent

3.1.20 Kings 2065-10-9 BNC Connectors or equivalent

3.1.21 Kings KTH-1000 Hand Crimp Tool or equivalent

3.1.22 Kings KTH-2255 Die Set for 1694A Cable or equivalent

4. CONTRACT AWARD:

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

4.1.5 Pricing Page: Vendor should complete the Pricing Page by filling in the unit price and extended price for each item requested and totaling the aggregate total for all goods and services on the Pricing Page. Shipping costs shall be included in the cost of the items. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

4.1.6 Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release may be issued against this Contract.

6. PAYMENT: Agency shall pay the aggregate total for all goods and services, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. VENDOR DEFAULT:

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

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

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

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

8. SHIPPING AND DELIVERY

8.1.1 Delivery is FOB Destination
Shipping costs shall be included in equipment cost
Vendor is responsible for off-loading and placement of equipment

8.1.2 All items shall be delivered to:
West Virginia Public Broadcasting
191 Scott Avenue
Morgantown, WV

8.1.3 Shipping and Crane Staging Contact Information:
Bill Blaker
304-556-4900 or 304 284-1463

9. INVOICING

9.1.1 All invoices shall be itemized.

9.1.2 Invoices shall be sent to:

West Virginia Educational Broadcasting
Attention Tammy Treadway
124 Industrial Park Rd.
Beaver, WV 25813

PRICING PAGE**EBA469 High Definition Studio Production System**

Note: Shipping costs shall be included in item costs.

<u>Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Extended</u>
1	1	Portable, Live Digital Broadcast Switcher Newtek Tricaster 8000 or equal	_____	_____
2	1	Newtek LiveText 2 Remote Titling Software or equal	_____	_____
3	1	Netek Virtual Set Editor 2 (two licenses) or equal	_____	_____
4	2	Panasonic 65" Smart Viera E60 Series Full HD LED TV or equal	_____	_____
5	2	Peerless Industries Full Service Video Wall Mount for 40" to 65" Flat Panel-Displays or equal	_____	_____
6	3	Samsung UA22ES5000 22" Series 5 Slim Multi-System LED TV or equal	_____	_____
7	3	Panasonic AG-HPX370 Series P2 HD Camcorder or equal	_____	_____
8	3	Fujinon MS-01 Rear Zoom and Focus Lens Control Kit for ENG/EFP Lenses or equal	_____	_____

<u>Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit</u>	<u>Extended</u>
9	3	Panasonic 300Studio Camcorder Studio System or equal	_____	_____
10	3	Panasonic Rack Mount for AG-BS300 or equal	_____	_____
11	3	Panasonic SHAN-TM700 Quick-Release Tripod Adapter or equal	_____	_____
12	3	Panasonic Model Studio 300/100 Cable Bundle or equal	_____	_____
13	3	Panasonic Model 300LensReturn or equal	_____	_____
14	3	Panasonic Model 300TallyTrigger or equal	_____	_____
15	1	AJA HD/SD 8 Channel AES Embedder/ Disembedder or equal	_____	_____
16	3	Vello RigVision 9" HD Camera Monitor or equal	_____	_____
17	3	Pearstone 4.2" (10.7cm) Articulating Israelie Arm or equal	_____	_____
18	1	1000' Reel Belden 1694A Precision Video cable (orange) or equal	_____	_____
19	1	1000' Reel Belden 1694A Precision Video cable (grey) or equal	_____	_____
20	500	Kings 2065-10-9 BNC Connectors or equal	_____	_____

21 1 Kings KTH-1000 Hand Crimp Tool or equal _____

22 1 Kings KTH-2255 Die Set for 1694A Cable or
equal _____

Category	Value
GRAND TOTAL	

Vendor Signature

Date _____

Company Name _____

Address _____

Phone _____

Fax _____

Email _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: _____

Signed: _____

Date: _____

Title: _____

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Rev. 12/12

AGREEMENT ADDENDUM FOR SOFTWARE

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment
PO# _____

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

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

RFQ No. EBA469

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

CERTIFICATION AND SIGNATURE PAGE

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

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA469

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

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

Company

Authorized Signature

Date

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