

AUDIO VISUAL SYSTEMS REQUEST FOR PROPOSAL (RFP) FOR TAMARACK CONFERENCE CENTER

INTRODUCTION

The purpose of this document is to describe the scope of work and minimum contractor requirements to renovate the audio visual (AV) systems at the Tamarack Conference Center (Owner). This document shall detail the physical, programming and functional requirements for the audio visual systems to be used in ballrooms, pre event, and outdoor areas. Tamarack shall accept proposals until 10 a.m. on Thursday, March 5, 2020

GENERAL

An initial on-site survey is mandatory with the applicable parties to ascertain the specifics of this system with the owner. It is the bidder's responsibility to include all portions of the project needed (equipment and labor) to install a fully functioning AV system that will meet the owner's requirements. The mandatory site survey will occur at the jobsite (1 Tamarack Pl, Beckley, WV 25801), at 10 a.m. on Thursday, February 27, 2020

Contractor shall reuse the existing speaker cabling where possible, but will be responsible for replacing any and all cabling required (at their expense) to ensure a functional system. The contractor is responsible for the de-installation and transport to a designated storage location (within the facility) of any old equipment that shall not be re-used, at the owner's direction. In any case, the contractor shall be responsible for removing all old equipment, including any unused cabling, from all areas, including above the ceiling.

Price quoted should be F.O.B. destination, inside delivery, unless otherwise stated in the specifications. The proposal must clearly state the number of days required to deliver the product to the specified location. Failure to state delivery time obligates the bidder to make delivery in thirty (30) days. RFP prices shall remain in effect until the project is completed.

The contractor is responsible for providing a complete and functional system, regardless of any omissions or errors in this document, or any other communications from the owner. As such, the cost of providing any additional equipment, labor or other services (equipment rentals, licenses, etc.) required to make the system operational as a result of an omission or error by either in this requirements document, or in the contractor's proposal, shall be borne by the contractor.

The contractor may be required to provide work/installation after the close of business daily of owner.

Owner reserves the right to reject any or all proposals.

Questions may be directed to Tammy Coffman, executive director in writing via email by 11am on Monday, March 2, 2020.

CONTRACTOR REQUIREMENTS

Bidding contractor shall be regularly and continuously engaged in the business of installing and servicing AV systems for at least five (5) years prior to the date of the offer. Bidding contractor shall be authorized by the manufacturer to sell, install and program all proposed equipment. Owner reserves the right to request certifications and other documents to prove authorization to sell, install, program and service equipment. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

Contractor shall have a full time Control Systems/DSP Programmer assigned to the project. The system programmer shall have a minimum of 5 years programming experience, be a full time employee of bidding contractor and available to be on site for the systems commissioning.

The system programmer shall have the following minimum certifications:

- If Crestron control systems are proposed - Crestron Certified Programmer.
- If Extron control systems are proposed - Extron Global Scriptor.
- If other manufacturers are proposed, provide certifications and qualifications equivalent to the above, for those manufacturers.
- Current InfoComm CTS.

Provide resume for the System programmer.

Contractor shall have a full time project engineer assigned to the project. The project engineer shall have a minimum of 5 years A/V system design experience, be a full time employee of bidding contractor and available to be on site throughout the project as needed, and during systems commissioning.

The project engineer shall have the following minimum certifications:

- Current InfoComm CTS-D

Provide resume for the Project Engineer.

INSURANCE

The successful bidder shall procure and maintain during the life of the contract the following insurance coverages:

Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Comprehensive General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.

Hold Harmless: The Contractor agrees to indemnify and hold harmless Tamarack, It's employees and It's agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent some are caused by the negligence or misconduct of Tamarack.

PROPOSAL SUBMISSION

RFP responses shall include a written description of the work to be performed along with manufacturer's cut sheets for the proposed equipment.

Proposals shall contain a background summary of the bidding contractors experience in audio/video system design, installation, and integration and/or upgrade projects. Include qualifications, capabilities and past work where the bidding contractor has successfully performed, within the last (3) years, at least three (3) projects of like size and scope as outlined in the Scope of Work. List at least (3) three references for projects with contracts of like size and scope, within the last 3 years. Indicate the proposed timeframe for completing the work and the work hours. Summarize your approach for a cost-effective and successful completion of project.

Cost Proposal - Sealed under separate cover, provide a detailed price proposal, breaking out equipment by component part and labor, with both itemized costs and totals.

Warranty/Service Contract Proposal - Include, in the sealed Cost Proposal section, an optional price for extending the terms of the Warranty as stated below, to include years 2, 3, 4, and 5. Additionally, provide a separate optional price for a Service Contract Proposal, which would begin at the end of the Year one (1) warranty, and extend to year(s) 2, 3, 4, or 5. Provide details of what would be covered in the proposed service contract.

All proposals shall be valid for 60 days past the due date.

SUBMITTALS

Successful contractor shall provide conceptual drawings showing signal flow and approximate equipment location. All equipment and cabling should be neat and labeled appropriately.

Include a proposed work schedule.

Provide copies of WV Contractor's License, Workers Compensation Certificate and proof of insurance. Contractor shall provide resumes, stating experience, training and certifications, of key personnel involved with this project.

Contractor must provide a final statement of work with proposal before work begins.

CLOSEOUT INFORMATION

At the completion of work, the contractor shall provide the following:

- As built drawings.
- Operational manual (end user guide) for the entire system.
- Equipment manuals.
- All source code (programming), DSP configuration files, and any other configuration files. Provide un-compiled unencrypted code.
- All usernames and passwords (if any, including default passwords) for any hardware or software in the system.
- All equipment accessories, whether or not installed.
- Allow for future growth.
- Allow for remote connectivity.

WARRANTY

Installation Warranty

The contractor shall warrant the entire system, including any and all system hardware, software, installation and configuration, to be free of defects from workmanship, or equipment failure, for a period of one (1) year after system acceptance. During this period, the contractor shall provide any required labor or equipment necessary to restore

system function to the original specification, at no cost to the Owner. This warranty does not cover neglect, abuse, or acts of God (fire, flood, electrical surge, etc.).

During the warranty period, the Contractor shall respond by phone to a request for service within 2 business hours, and respond with an on-site technician, if required, within one business day.

OEM Equipment Warranty

Integrated equipment is warranted by, and under the terms and conditions specified by, the original equipment manufacturer (OEM). All integrated equipment shall be warranted against defects in materials and workmanship for a period of one year from the date of system acceptance unless a longer warranty period is specified by the OEM. In the unusual event that the OEM warranty is for less than one year, or an OEM does not recognize the date of system acceptance as the start of the OEM warranty, the contractor shall—at no additional cost to the client—extend the OEM warranty to one year from the date of system acceptance.

SCOPE OF WORK

APPROVED MANUFACTURERS

The list below is intended to be used to establish a baseline quality. Manufacturers not included may be accepted with prior approval by Owner. Alternate manufacturers may be submitted for approval up to ten (10) business days prior to the proposal submission date.

- Control: Crestron, Extron
- Networked Video: Crestron, Extron, QSC
- Audio DSP: Crestron, QSC, Symetrix, Biamp, Inc.
- Microphones: Sennheiser, Shure, Audio-Technica
- Projectors: Barco, Christie Digital, Epson, Sony
- Speakers: Community, Crestron, QSC, Tannoy
- Cameras: Panasonic, QSC, Sony, Vaddio
- Assisted Listening System: Listen, Williams Sound
- Amplifiers – LEA Professional
- Rack Equipment - Surgex

Ballrooms A,B,C

- Contractor shall provide control of the three (3) separate rooms. Rooms may be used independently or combined in any combination. Local (10" minimum) wired control panels in each room shall provide control over microphone and music functions, room volume and other AV sources. The system shall incorporate partition sensors to automatically switch system presets.
- Replace screen fabric in the three (3) main motorized projection screen. Contractor shall verify screen type, case size, motor type, etc. Replace with a matte white, unity gain, vinyl screen surface, of the same manufacturer as the screen.
- Replace three (3) existing ceiling mounted video projectors. New projectors shall have the following minimum specifications.
 - The projector shall deliver 8,000 lumens of color brightness and 8,000 lumens of white brightness.
 - The projector shall have a laser light source providing a minimum of 20,000 hours of operation.
 - Contractor shall include a lens with the appropriate focal length for the image size.
- Replace existing ceiling speakers with a 2 way ceiling speaker with the following specification. Reuse existing wiring.
 - Sensitivity: 85 dB at one meter, with 1-W input.

- Frequency Response: Within plus or minus 3 dB from 60 to 20,000 Hz.
- Frequency Range: Within minus 10 dB from 45 to 20,000 Hz.
- Nominal Dispersion Angle: 110 degrees conical.
- Power Handling: 100 Watts Program at 8-Ohms.
- Speaker unit shall be equipped for Low Impedance 8-Ohm or High Impedance 70V or 100V operation. Speaker shall incorporate a 60 watt multi tap high impedance line transformer.
- The speaker shall be enclosed in an integral, ported housing.
- Install a 2 gang mic/ line input plate in each room (A,B,C). The plate shall have 2 XLRF, a stereo pair of RCA inputs and a 3.5mm stereo line input. The plate shall be 802.3af compliant and PoE powered to work with any compliant PoE network switch. The plate shall provide 48v phantom power. The input plate shall be AES67 compliant.
- Install a single gang passive wall plate in each room (A,B,C). The single gang plate shall have 2 XLRM connectors and shall be a compatible expansion device for the 2 gang networked wall plate.
- Install 2 gang XLR input/ output plates in the following locations. Two (2) each in rooms A and C and one (1) in room B. The plate shall have 2 XLRM and 2 XLRF connectors. The plate shall be 802.3af compliant and PoE powered to work with any compliant PoE network switch. The plate shall provide 48v phantom power. The input plate shall be AES67 compliant
- Install three (3) quad channel digital wireless microphone receivers in the equipment racks. Receivers shall be connected via Dante/AES67 to the system head end.
- Provide four (4) hand held transmitters with interchangeable cardioid, dynamic microphone heads
- Provide eight (8) bodypack transmitters with cardioid, miniature earset microphones
- Install two (2) ½ wave omnidirectional antennas in the ceiling, centrally located in the combined ballroom, and any required antenna distribution to allow the two (2) antenna to service all receivers.
- Provide six (6) wired cardioid, dynamic handheld microphones.
- Install a large area assistive listening system per room, (A,B,C). Provide four (4) personal receivers with ear buds for each of the three (3) systems.
- Install an AV over IP encoder in each room (A,B,C) that transports 4K60 4:4:4 video over standard Gigabit Ethernet with no perceptible latency or loss of quality. Encoder shall support HDR10 and HDCP 2.2. Shall provide secure, scalable 4K signal routing solution.
- Install, in each room, a single gang HDMI wall plate which connects to the AV over IP encoder.
- In each room, provide secure wireless connectivity of media devices. Provide wireless media receivers mounted in the head-end (1 per room) and shall allow wireless presentation. It shall be wireless transmission media (Air Media, AirPlay, Solstice, Chromecast) compatible and have an HDMI input and an HDMI display output. The Media Presentation System shall integrate with the Appspace content management application for digital signage when a space is not in use.
- Provide four (4) additional Cat6 network drops from the AV network switch(s) to each wall plate location, terminated to jacks, for future expandability (3 wall plate locations in Rooms A and C, 2 Wall Plate locations in B).
- Provide recessed, covered, lockable wall-mounted boxes for the inputs at the front of each room, and cut-in rings as required for other locations.

Pre Function and Terrace Areas

- Replace ceiling speakers in the Pre Function Area. Replace existing ceiling speakers with a 2 way ceiling speaker with the following specification. Reuse existing wiring.
 - Sensitivity: 85 dB at one meter, with 1-W input.
 - Frequency Response: Within plus or minus 3 dB from 60 to 20,000 Hz.
 - Frequency Range: Within minus 10 dB from 45 to 20,000 Hz.
 - Nominal Dispersion Angle: 110 degrees conical.
 - Power Handling: 100 Watts Program at 8-Ohms.

- Speaker unit shall be equipped for Low Impedance 8-Ohm or High Impedance 70V or 100V operation. Speaker shall incorporate a 60 watt multi tap high impedance line transformer.
- The speaker shall be enclosed in an integral, ported housing.
- Replace Terrace speakers, reusing the existing cabling. The loudspeaker system shall be a two-way, full-range compact system with a 6.5-inch low frequency transducer and a coaxially mounted ¾-inch exit high frequency compression driver. The paintable enclosure shall be constructed of high-impact ABS plastic. The system shall have an amplitude response of 65 Hz - 13.5 kHz (-10 dB) and a low impedance (8 ohm) input capability of 22V RMS. The sensitivity at 1W/1m shall be 90 dB (125 Hz to 12.5 kHz 1/3 octave bands). The loudspeaker system shall have a conical coverage pattern of 120° conical (+60° / -60°, 1 kHz to 6 kHz). The nominal system impedance shall be 8 ohms (in low impedance setting). The system shall be equipped with a 30W high performance autoformer for use in 70.7V or 100V distributed audio systems, with 30W, 15W, 7.5W and 3.75W taps available in 70.7V distributed systems (30W, 15W, and 7.5W taps available in 100V distributed systems). The loudspeaker shall have a NEMA 56 rating.
- Install a 2 gang mic/ line input plate. The plate shall have 2 XLRF, a stereo pair of RCA inputs and a 3.5mm stereo line input. The plate shall be 802.3af compliant and PoE powered to work with any compliant PoE network switch. The plate shall provide 48v phantom power. The input plate shall be AES67 compliant
- Install a single gang passive wall plate. The single gang plate shall have 2 XLRM connectors and shall be a compatible expansion device for the 2 gang networked wall plate.
- Install 2 gang XLR input/ output plates. The plate shall have 2 XLRM and 2 XLRF connectors. The plate shall be 802.3af compliant and PoE powered to work with any compliant PoE network switch. The plate shall provide 48v phantom power. The input plate shall be AES67 compliant
- Install an AV over IP encoder in the Pre-Function Area that transports 4K60 4:4:4 video over standard Gigabit Ethernet with no perceptible latency or loss of quality. Encoder shall support HDR10 and HDCP 2.2. Shall provide secure, scalable 4K signal routing solution.
- Install, in the Pre-Function Area, a single gang HDMI wall plate which connects to the AV over IP encoder.
- In the Pre-Function Area, provide secure wireless connectivity of media devices. Provide a wireless media receiver mounted in the head-end and shall allow wireless presentation. It shall be wireless transmission media (Air Media, AirPlay, Solstice, Chromecast) compatible and have an HDMI input and an HDMI display output. The Media Presentation System shall integrate with the Appspace content management application for digital signage when a space is not in use.
- Provide four (4) additional Cat6 network drops from the AV network switch(s) to the wall plate location, and two (2) additional locations, terminated to jacks, for future expandability
- Provide recessed, covered, lockable wall-mounted boxes for the inputs at the video input box, and cut-in rings as required for other locations.
- Install a wall mounted 10.1 inch touch screen display to facilitate control of local audio levels.

Atrium

- Replace ceiling speakers in the Atrium areas. Replace existing ceiling speakers with a 2 way ceiling speaker with the following specification. Reuse existing wiring.
 - Sensitivity: 85 dB at one meter, with 1-W input.
 - Frequency Response: Within plus or minus 3 dB from 60 to 20,000 Hz.
 - Frequency Range: Within minus 10 dB from 45 to 20,000 Hz.
 - Nominal Dispersion Angle: 110 degrees conical.
 - Power Handling: 100 Watts Program at 8-Ohms.
 - Speaker unit shall be equipped for Low Impedance 8-Ohm or High Impedance 70V or 100V operation. Speaker shall incorporate a 60 watt multi tap high impedance line transformer.
- The speaker shall be enclosed in an integral, ported housing.
- Install a 2 gang mic/ line input plate. The plate shall have 2 XLRF, a stereo pair of RCA inputs and a 3.5mm stereo line input. The plate shall be 802.3af compliant and PoE powered to work with any compliant PoE network switch. The plate shall provide 48v phantom power. The input plate shall be AES67 compliant

- Install a single gang passive wall plate. The single gang plate shall have 2 XLRM connectors and shall be a compatible expansion device for the 2 gang networked wall plate.
- Install 2 gang XLR input/ output plates. The plate shall have 2 XLRM and 2 XLRM connectors. The plate shall be 802.3af compliant and PoE powered to work with any compliant PoE network switch. The plate shall provide 48v phantom power. The input plate shall be AES67 compliant
- Install a single gang wall plate with four (4) RJ45 jacks to provide Ethernet connection of portable digital AV sources.
- Install a wall mounted 10.1 inch touch screen display to facilitate control of local audio levels.

Head End

- Install new headend rack(s) in the AV control room. Contractor shall be responsible for removing the existing racks and head end equipment.
- Install new head end components to support and enable source switching, digital signal processing, audio processing and routing, room combining, etc.
- Provide a 24 inch LCD monitor to allow system control from the AV rack.
- Provide & install powered booth monitors for previewing & monitoring of sources.
- Provide and install a networked audio processor with the following minimum specifications.
 - 128x128 networked audio channels (AES67), reduced to 64x64 when using Video Bridging capability on built-in USB-B port.
 - Up to 24 configurable analog audio I/O
 - 8 mic/line level analog audio inputs
 - 8 line level analog audio outputs
 - 8 Flex Channel mic/line level analog audio inputs or outputs
 - Up to 16 assignable and routable AEC processor instances
 - Dual Gigabit Ethernet ports with assignable application resources offering any combination of VoIP, Q-LAN Control, Q-LAN audio or network redundancy
 - Up to 16x16 channels of digital audio in and out via software definable USB instances advertised to the host operating system
 - 16 General Purpose Inputs (GPI) x 16 General Purpose Outputs (GPO)
 - Internal Universal Power Supply plus 12 Volt DC External Power Supply input for redundancy or non-mains power supply sources
 - Single software platform for system configuration, control and monitoring over Ethernet with support for static or Auto/DHCP TCP/IP addressing
 - POTS telephone interface via a standard RJ-11 connector
 - Supports up to 4 VoIP Softphone instances in addition to the onboard POTS telephone interface
 - Fully compatible with all optional teleconferencing, field and rack components.
- Provide one (1) 8 channel, 500w/channel, networked (Dante/AES67/etc.) power amplifier, which supports 4/8 ohm or 70v per channel.
- Install and configure two (2) 48 port, layer 3 network switches for all Audio + Video traffic.
- Install a 2200VA, 1600W rack mount UPS.
- Provide and configure router to enable Gigabit WAN to LAN connectivity. Router shall provide an embedded firewall that supports stateful packet inspection, denial of service prevention, and content filtering. Router shall support creation of VLANS and VPN.
- Install a rack mountable chassis to house up to 8 network video encoder/ decoder cards. Provide four (4) 4K60, 4.4.4 HDR network AV encoders. Provide one (1) 4K60, 4.4.4 HDR network AV encoder/decoder with Dante. Provide one (1) 4K60, 4.4.4 HDR network AV encoder

Optional Teleconferencing

- Provide and install additional equipment to provide Skype video conferencing capabilities to one (1) of the Ballrooms.
- Install 1 (one) IP PTZ camera with an integral 12x lens to be used for near field shots. PTZ camera shall integrate with the system head end via an AV to USB bridging solution. Camera resolution shall be 1080P/60.
- Install 1 (one) IP PTZ camera with an integral 20x lens to be used for long shots. PTZ camera shall integrate with the system head end via an AV to USB bridging solution. Camera resolution shall be 1080P/60.
- Install a POE bridging endpoint to enable AV to USB bridging. The bridge shall provide driverless USB 2.0 connection and enable BYOD. The bridge shall emulate webcam video and AEC speakerphone audio over a single USB connection.
- Install an 8-channel wireless access point compatible with Microflex Wireless microphone systems. It shall use automated frequency coordination to assign clean frequencies to wireless microphones and manage two-way wireless transmission of encrypted audio and control signals. Power to the unit (via PoE) and Dante digital networked audio are shall be supplied over a single Ethernet cable.
- Provide Eight (8) boundary microphone transmitter compatible with Wireless Access Point Microphones shall have a cardioid polar pattern.
- Provide charging station to accommodate 8 boundary microphone transmitters.

Optional Small Conference Room

- Install a ceiling mounted video projector. New projector shall have the following minimum specifications.
 - The projector shall deliver 6000 lumens of color brightness and 6000 lumens of white brightness.
 - The projector shall have a laser light source providing a minimum of 20,000 hours of operation.
 - Contractor shall include a lens with the appropriate focal length for the image size.
- Install a 4K60 4:4:4 HDR network decoder above the ceiling to enable connection to the Media Presentation System.
- Install an AV over IP encoder in the Small Conference Room that transports 4K60 4:4:4 video over standard Gigabit Ethernet with no perceptible latency or loss of quality. Encoder shall support HDR10 and HDCP 2.2. Shall provide secure, scalable 4K signal routing solution.
- Install, in the Small Conference Room, a single gang HDMI wall plate which connects to the AV over IP encoder.
- In the Small Conference Room, provide secure wireless connectivity of media devices. Provide a wireless media receiver mounted in the head-end and shall allow wireless presentation. It shall be wireless transmission media (Air Media, AirPlay, Solstice, Chromecast) compatible and have an HDMI input and an HDMI display output. The Media Presentation System shall integrate with the Appspace content management application for digital signage when a space is not in use.
- Provide four (4) additional Cat6 network drops from the AV network switch(s) to the input location, for future expandability
- Install a wall mounted 10.1 inch touch screen display to facilitate control of local audio levels.

Overall System Design/Programming

- Single System - the audio, video, and networking systems for all spaces shall all be integrated into a single system, allowing non-blocking, square matrix routing of all video and audio inputs to any and all video and audio outputs, including between rooms.

- The control and DSP systems shall be programmed in such a manner that there are multiple levels of control, including (but not limited to), basic, automated per-room control, more advanced multi-room control, and complete, unlimited routing options. These different levels shall be password protected. Coordinate all final programming needs with the owner prior to creating the programming. Include an iPad interface for administrative use.

GENERAL TERMS & CONDITIONS

REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the West Virginia Parkways Authority.
2. The Authority may accept or reject in part, or in whole, any proposal.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division and The Authority's purchasing rules.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference, if applicable, will be granted upon written request in accordance with the West Virginia Code.
8. Agencies of The State of West Virginia are exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Authority's Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the vendor.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the RFP forms provided by the Authority.
2. SPECIFICATIONS: Services offered must be in compliance with the provisions of the RFP. Any deviations must be clearly indicated by the proposer in the proposal. Alternates offered by the proposer as EQUAL to those specified in the RFP must be clearly defined. The Authority, because of the unique nature of the services to be provided under the RFP, may decide not to accept EQUAL services under the RFP. A proposed offering an alternate should attach complete specifications and literature to the proposal. The Purchasing Director may waive minor deviations to certain requirements.
3. Complete all sections of the proposal form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. PROPOSAL SUBMISSION: All quotations must be delivered by the proposer to the office listed prior to the date and time of the proposal opening. Failure to deliver the proposal on time will result in disqualifications.

Rev. 12/28/16

WV PARKWAYS AUTHORITY

Purchasing Department

2ND ADDENDUM TO MASTER SERVICE SUBSCRIPTION AGREEMENT

STATE AGENCY: WEST VIRGINIA PARKWAYS AUTHORITY

VENDOR:

COMMODITY:

AGREEMENT ADDENDUM

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
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** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
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, or 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 of 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 limiting the Vendor’s liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. 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.
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 or 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 express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

WEST VIRGINIA PARKWAYS AUTHORITY,

VENDOR

an agency of the State of West Virginia

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

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 _____

BID SUBMISSION PAGE

AUDIO AND VISUAL

BID OPENING: 10:00 a.m. March 5, 2020

Submitted by:

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

COMPANY CONTACT _____

SIGNATURE _____

VENDOR REGISTRATION _____

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