

REQUEST FOR PROPOSAL

The West Virginia School of Osteopathic Medicine
RFP# WVSOM-25-P-001 2025 Graduation Tent & Audiovisual Rental

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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia School of Osteopathic Medicine (WVSOM), is seeking proposals for the rental of a tent and audiovisual equipment for the 2025 WVSOM Graduation. The 2025 WVSOM Graduation is set to take place on May 2, 2025 in the WVSOM parade field with approximately 200 graduating students in addition to guests, speakers, and WVSOM personnel.

1.2 Schedule of Events:

Release of RFP: March 4, 2025
Mandatory Pre-Bid Meeting: March 7, 2025 at 2:00pm
Question Deadline:..... March 10, 2025 by 12:00pm (noon)
Addendum/Response to Questions:..... March 11, 2025 by 5:00pm
Proposal Due Date: March 18, 2025 at 10:00am
Target Award Date: March 19, 2025

1.3 Bidder's Point of Contact:

The sole point of contact for questions, clarification and inquiries concerning this Request for Proposal (RFP) is:

Shelly Gardner-Lutz
Director of Contracts
Office of Business Affairs

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West Virginia School of Osteopathic Medicine
400 Lee Street North, Lewisburg, WV 24901

Email: WVSOMBids@osteو.wvsom.edu

This RFP and any addenda, including answers to questions, will be posted on the webpage address listed below. It is the vendor's responsibility to check this webpage for current information regarding this RFP. <http://www.wvhepc.edu/resources/purchasing-and-finance/>

Location: WVSOM Main Campus
400 Lee Street North
Lewisburg, WV 24901

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SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING PROPOSALS

Attachment A

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SECTION 3: GENERAL TERMS AND CONDITIONS

General Terms and Conditions: See Attachment B

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SECTION 4: PROJECT SPECIFICATIONS

West Virginia School of Osteopathic Medicine Graduation Scope of Work

4.1 Date & Location:

Graduation will be held on May 2, 2025 at 2:00 p.m. at The WVSOM Campus, located at 400 Lee Street North Lewisburg, WV 24901.

4.2 Background and Current Operating Environment:

WVSOM holds one (1) event yearly for which the services outlined in this RFP will be necessary. Graduation is held on the WVSOM parade field in the center of the campus, Graduation occurs on the first Friday of May. WVSOM reserves the right to change the date.

4.3 "Responsible" Vendor Determination (Qualifications and Experience.):

A Responsible Vendor shall have the qualifications and demonstrated experience required to successfully complete the Scope of Work, as required in accordance with the terms and conditions of this RFP. Vendors shall include information on the RFP Attachment A: Responsible Vendor Response Sheet to clearly demonstrate they are a Responsible Vendor. The information provided by the Vendor should include but shall not be limited to: staff qualifications and experience in completing similar or like projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

4.4 Project Specifications for Graduation Event

The West Virginia School of Osteopathic Medicine is soliciting bids to provide all equipment, labor, materials, tools, and incidentals necessary to provide:

4.4.1 Generator and Lift to meet or exceed specifications as outlined below:

- 4.4.1.1 One (1) 125KVA to power all lighting, Video, Audio and house power needs.
- 4.4.1.2 One (1) 150K VA to power all Air handling units all week.
- 4.4.1.3 One plus Backup all terrain Person lift for hang and focus.
- 4.4.1.4 Fuel to run generator for Awards Ceremony event one (1) calendar day prior to the day of the Graduation Ceremony. Approximately 12 hours.

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- **NOTE: WVSOM will reimburse the successful vendor for actual cost of the fuel for the generators upon providing proof of purchase/invoice.**

4.4.2 **Lighting and Rigging** to meet or exceed specifications as outlined below:

- 4.4.2.1 (2) 50' of 12" X 12" BOX TRUSS FOR Lighting.
- 4.4.2.2 4.4.2.1 (1) 50' of 12" x 20" box truss for an ~1500-pound Video Wall separately hung above the back of the stage.
- 4.4.2.3 8 x ½ ton chain hoists for hanging all Truss and audio arrays.
- 4.4.2.4 2 x 50' x 30" white truss skirts, flame proof.
- 4.4.2.5 Clamps for rigging to tent roof. *MUST BE CERTIFIED.
- 4.4.2.6 30 Elation WW2 (mounted 5 per crossbar).
- 4.4.2.7 22 Source IV (8-Front of House 26 degree, 8-US Truss 50 degree, 6 Backlight first 10 rows of seats for camera shots 50 degree).
- 4.4.2.8 Dimming for all fixtures.
- 4.4.2.9 One (1) Lighting console.
- 4.4.2.10 4 x variable CTO box style lights to evenly wash two photo booths off the side of the stage.
- 4.4.2.11 One (1) 200-amp 3 phase power distribution.
- 4.4.2.12 Assorted 12-gauge electrical cables.
- 4.4.2.13 All Cabling necessary for complete system configuration.

4.4.3 **Areas to be lit are and timing:**

- 4.4.3.1 20' deep x 40' wide x 2' high stage.
- 4.4.3.2 Reverse lighting for the first 10 rows center of Student/Graduate seating.
- 4.4.3.3 Seating area light for the tent to include night lighting for security.
- 4.4.3.4 Crew shall arrive by noon at least five (5) calendar days prior to the day of the graduation ceremony event.
- 4.4.3.5 Stage and house lighting shall be setup and focused by 5pm four (4) business days prior to the day of the graduation ceremony event.
- 4.4.3.6 Technician available entire week from Monday arrival thru strike after the event.

4.4.4 **Video Wall** to meet or exceed specifications as outlined below:

- 4.4.4.1 F4XIP screen configured as a (16:9) (10'x18') video wall
- 4.4.4.2 Viewing Angle: 140°
- 4.4.4.3 Calibrated Illuminance: 4,500 NITS
- 4.4.4.4 Maximum Illuminance: 5,000 NITS
- 4.4.4.5 Contrast Ratio: 3,300 :1
- 4.4.4.6 Pixels: 104 x 208
- 4.4.4.7 Pixel Pitch: 4.8 mm

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- 4.4.4.8 Minimum Viewing Distance: 13 ft (4 m)
- 4.4.4.9 Pixel Density: 43,264/m²
- 4.4.4.10 Display Refresh Rate: 3,840 Hz (S-PWM)

4.4.5 **Video Components** to meet or exceed specifications as outlined below:

- 4.4.5.1 4 Video Wall meeting above specs
- 4.4.5.2 1 x 40x PTZ Camera
- 4.4.5.3 3 x 20x PTZ Cameras
- 4.4.5.4 3 x PTZ controllers with a minimum of 8 recordable presets to control all cameras at once.
- 4.4.5.5 1 Multi-track HD recording unit to capture individual plus main out feed independently.
- 4.4.5.6 1 Analog Way Nextage 16 4k switcher
- 4.4.5.7 1 60" tv monitor for camera preview
- 4.4.5.8 2 x 40" tv monitor for camera preview
- 4.4.5.9 All cabling necessary for complete system configuration **NeXtag1e 16 - 4K NeXtage 16 -K 16- 4K.**

4.4.6 **Audio** to meet or exceed specifications as outlined below:

- 4.4.6.1 A minimum of 14 boxes of Meyer Lina line Array configured on 4 fly frames (2 x 4 for Front L and R, and 2 x 3 for delay R and L.
- 4.4.6.2 Behringer X32 with 1 S16
- 4.4.6.3 Wireless Router and iPad for remote control
- 4.4.6.4 2 x Meyer Ultra X40 used for front fills
- 4.4.6.5 2 x Meyer Ultra X40 used for out fills
- 4.4.6.6 2 x Meyer Ultra X40 used for monitors
- 4.4.6.7 All Cabling necessary for complete system configuration.

4.4.7 **Tent Services** to meet or exceed specifications as outlined below:

- 4.4.7.1 Clear span structure style aluminum frame tent.
- 4.4.7.2 Tent shall be a minimum, 100' wide x 245' long X 12'6" tall.
- 4.4.7.3 Patio area tent, 50' x 60' with area lighting.
- 4.4.7.4 Tent, stage and production riser to be set up by 5 p.m. on Monday, before the event.

4.4.8 **Stage Services** to meet or exceed specifications as outlined below:

- 4.4.8.1 A Biljax TF 2100 or equal stage 2' high x 20' deep x 40' wide (6m x 12m).
- 4.4.8.2 one ADA compliant handicap ramp 4' x 40' shall be placed behind the stage.

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- 4.4.8.3 4 x sets of stairs to be placed on SR and SL *Stairs to be set to standard rise: 7"-7.5"

4.4.9 Decking

- 4.4.9.1 Duratrak floor or comparable in modular sections per drawing.

4.4.10 Chair Services to meet or exceed specifications as outlined below:

- 4.4.10.1 2,700 white folding chairs, to include setup and takedown.
- 4.4.10.2 Chairs will be setup Wednesday prior to the event.

4.4.11 Labor Services to meet or exceed specifications as outlined below:

- 4.4.11.1 Labor to install, focus, operate, BOC (Be on Call) and strike all equipment.
- 4.4.11.2 DELIVERY TO AND FROM

4.4.12 Notes:

- 4.4.12.1 Your power will tie into the 200amp 3 phase power distribution which during the event will be fed by generator power and at other times will be fed by house power via a service disconnect.
- 4.4.12.2 WVSOM Furnished Equipment and Materials WVSOM Provided Property Vendor shall be solely responsible for any and all WVSOM provided equipment and materials (WVSOM Provided Property); and shall ensure that is has and shall maintain full property and liability coverage for any and all WVSOM Provided Property.
- 4.4.12.3 Crew shall arrive on the at least one (1) week before the event by noon. Stage and tent must be completed by the end of the day on Monday prior to event. Strike may begin, no sooner than one hour after the event concludes.
- 4.4.12.4 Appropriate installation techniques are required to ensure there is minimal damage to the lawn, no tire track, misplaced turf, or other damage.

4.4.13 Options: Please provide an quote with the option for HVAC services in the event air-conditioning is necessary.

- 4.4.13.1 HVAC Services to meet or exceed specifications as outlined below:
 - 4.4.13.1.1 Air - conditioning to be provided with approximately 250 tons. Vendor to provide generator power and power distribution for all air-conditioning units.
 - 4.4.13.1.2 Fuel to run generator to keep tent climate controlled mid-week and for Friday Awards Ceremony and Saturday Graduation Ceremony. Approximately 20 hours.

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4.4.14 **Timeline** requirements

- 4.4.14.1 On-site technician must be available all five (5) calendar days plus the day of the graduation ceremony event through strike.
- 4.4.14.2 Stage and tent setup must be completed by 5:00 p.m. Four (4) calendar days prior to the day of the graduation ceremony event.
- 4.4.14.3 Chair setup must be completed three (3) calendar days prior to the day of the graduation ceremony event.
- 4.4.14.4 All setup must be complete by noon one (1) calendar day prior to the day of the graduation ceremony event.
- 4.4.14.5 Day of the graduation ceremony event - Strike may begin no sooner than one hour after conclusion of the graduation ceremony event.

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SECTION 6: EVALUATION AND AWARD

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

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) (15) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) (15) Points Possible

Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) (25) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) (25) Points Possible

Total Technical Score: (80) Points Possible

Total Cost Score: (20) Points Possible

Total Proposal Score: 100 Points Possible

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any

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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)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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Attachment A: Cost Sheet

INSTRUCTIONS TO BIDDERS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain an RFP/RFB 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 Request for Proposals (RFP) or Request for Bids (RFB). Failure to do so may result in disqualification of vendor's bid.

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

3. PREBID MEETING: The item identified below shall apply to this RFP/RFB.

[X] A **MANDATORY PRE-BID** meeting will be held at the following place and time:

Location and Time: WebEx 2:00pm (Contact Kerry Lemon @ 304-647-6302 or klemon@osteo.wvsom.edu to receive the WebEx link - (Registration Deadline is March 7, 2025 at 12:00 p.m.)

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this RFP/RFB. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the e-mail address listed below to be considered. Submitted e-mails should have the RFP/RFB number in the subject line. Non-written discussions, conversations, or questions and answers regarding this RFP/RFB are preliminary in nature and are nonbinding.

Submit Questions by March 10, 2025 by 12:00 p.m. in Schedule of Events to:
WVSOMBids@osteo.wvsom.edu

5. VERBAL COMMUNICATION: Any verbal communication between the vendor and any Commission/Council/Institution personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the RFP/RFB by an official written addendum is binding.

6. BID SUBMISSION: All bids must be submitted electronically to the e-mail address identified in the bid document.

7. BID OPENING: Bids submitted in response to this RFP/RFB will be opened on the date

and time listed below. Delivery of a bid, after the bid opening date and time will result in bid disqualification.

Bid Opening Date and Time: March 18, 2025 at 10:00 a.m.

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

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

10. ALTERNATE MODEL OR BRAND: Any model, brand, or specification listed in this RFP/RFB 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 brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the Commission/Council/Institution's 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 RFP/RFB 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 RFP/RFB may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: Communication with the Commission/Institution or any of its employees regarding this RFP/RFB during the RFP/RFB, bid, evaluation, or award periods, except through the Director of Procurement, is strictly prohibited without prior approval.

13. REGISTRATION: Prior to award of any contract award in the amount of \$25,000 or greater, the apparent successful vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

15. WAIVER OF MINOR IRREGULARITIES: The Commission/Council/Institution reserves the right to waive minor irregularities in bids or specifications.

16. NON-RESPONSIBLE: The Commission/Council/Institution reserves the right to reject
Form Origination Date: 03/30/2022

the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

17. ACCEPTANCE/REJECTION: The Commission/Council/Institution may accept or reject any bid in whole, or in part if it is found to be in the best interest of the Commission/Council/Institution.

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

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

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

19. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this RFP/RFB or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Commission/Council/Institution reserves the right to request those items after bid opening and prior to contract award

21. EMAIL NOTIFICATION OF AWARD: The Institution will attempt to provide bidders with e-mail notification of contract award when an RFP/RFB that the bidder participated in has been awarded. For notification purposes, bidders must provide the Commission/Council/ Institution with a valid email address in the bid response. Bidders may also monitor Commission/Council/Institution’s websites to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Commission/Institution's Chief Procurement Officer or Director of Purchasing, or their designee, and approved as to form by the Attorney General's Office constitutes acceptance by the Commission/Institution of this Contract made by and between the Commission/Institution and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid RFP/RFB, signifies vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

2.2. "Bid" or "Proposal" means the vendors submitted response to this RFP/RFB.

2.3. "Chief Procurement Officer" or "Director of Purchasing" means the individual authorized to sign Purchase Order/Contracts.

2.4. "Commission/Institution" means the entity identified on the first page of the RFP/RFB who is issuing the solicitation.

2.5. "Contract" or "Purchase Order" means the binding agreement that is entered into between the Commission /Institution and the vendor to provide the goods or services requested in the RFP/RFB.

2.6. "Award Document" means the document signed by the Commission/Institution and approved as to form by the Attorney General, that identifies the vendor as the contract holder.

2.7. "RFP/RFB" means the official notice of an opportunity to supply the Commission/Institution with goods or services.

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

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the RFP/RFB, 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: The Initial Contract Term will be for a period of 3 year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Institution, and the Vendor, with approval of the Attorney General's Office (Attorney General approval is as to form only) for 2 addition 1 year terms. Any request for renewal should be delivered to the Commission/Institution thirty (30) days prior to the expiration date of the contract.

Automatic renewal of this Contract is prohibited.

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

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 will this Contract extend for more than one fiscal year.

Other: Contract Term specified RFP.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract upon receipt of a signed Purchase Order.

5. QUANTITIES: The quantities required under this Contract shall be identified in the RFP/RFB/Purchase Order.

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

Vendor must maintain:

Commercial General Liability/Errors and Omissions Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

[] **Cyber Liability Insurance** in an amount of: _____per occurrence.

[] **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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

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

9. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this RFP/RFB/Contract by the Commission/Council/Institution. A vendor may request the inclusion of price adjustment provisions in its bid, but final approval of any price adjustments will be made by the Commission/Institution. Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

10. PAYMENT IN ARREARS: 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 maintenance, licenses, or subscriptions may be paid annually in advance.

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

12. 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.

13. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not expressly provided for in the RFP/RFB.

14. 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. If that occurs, the Commission/Institution may notify the vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

15. CANCELLATION: The Commission/Institution 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.

16. 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 or West Virginia Code, is void and of no effect.

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

18. 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.

19. MODIFICATIONS: Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Commission /Institution and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

20. 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.

21. 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 Commission/Institution 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.

22. 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 Commission/Institution and the Attorney General's Office (as to form only).

23. 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 Commission/Institution; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

24. STATE EMPLOYEES: State employees (including Commission/Institution employees) are not permitted to utilize this Contract for personal use and the vendor is prohibited from permitting or facilitating the same.

25. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Commission/Institution, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Commission/Institution's policies, procedures, and rules.

26. LICENSING: 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 Commission/Institution to verify that the vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

27. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order with the Commission or any Institution of the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the institution 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 Commission/Institution. Such assignment shall be made and become effective at the time the Commission/Institution tenders the initial payment to vendor.

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Commission/Institution. The individual signing this bid or offer on behalf of the vendor certifies that he or she is authorized by the vendor to execute this bid or offer, or any documents related thereto on vendor's behalf; and that he or she is authorized to bind the vendor in a contractual relationship.

29. VENDOR RELATIONSHIP: The relationship of the vendor to the Commission/Institution 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 RFP/RFB 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 Commission/Institution and shall provide the State and Commission/Institution 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.

30. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Commission/Institution, 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.

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

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

33. BACKGROUND CHECK: In accordance with W. Va. Code §15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Commission/Institution based upon results addressed from a criminal background check.

34. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000.00, the vendor must submit to the Commission/Institution a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this RFP/RFB or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

35. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the RFP/RFB published by the Commission/Institution, vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

36. VOID CONTRACT CLAUSES – The Commission/Institution is requiring the vendor to follow the provisions of West Virginia Code §5A-3-62, which automatically voids certain contract clauses that violate State Law.

Attachment C

Cost Sheet

RFP # WVSOM-25-P-001

Vendor must complete this cost sheet with fixed costs for services to be provided.

Company Name: _____

Line #	Description of Services	
		Total Fixed Cost
1	As described in the RFP, equipment, labor, materials, tools, and incidentals necessary for the tent and AVP setup for WVSOM's 2025 Graduation.	\$
2	HVAC Option for air-conditioner as specified in RFP.	\$
3	Please indicate pricing increases if applicable for additional years under the contracts.	\$
4		\$
5		\$
6		\$