

City of Charleston, WV

REQUEST FOR PROPOSAL

2025-12 Audio Video Conferencing Solution



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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The City of Charleston (hereinafter referred to as the “City”) is issuing this solicitation as a Request for Proposal (“RFP”) for an Audio-Video Conferencing Solution for the City Council Chambers, Leadership Room and Third Floor A/V Equipment Room located at 501 Virginia Street, Charleston, WV 25301.

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

Installation of the new Conferencing Solution shall be implemented in such a way that during all City Council and Finance meetings a fully functional existing or new system will always be available for use. Meetings are typically held every two weeks on the first and third Monday of the month. Scheduling details shall be agreed upon by both parties after award and issue of Notice to Proceed has been issued.

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SECTION 2: INSTRUCTIONS TO VENDORS

Information begins on the next page.

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INSTRUCTIONS TO VENDORS

- 1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a request for proposals. 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 proposal. All proposals must be submitted in accordance with the provisions contained in these instructions and the RFP. Failure to do so may result in the disqualification of Vendor's proposal.
- 2. MANDATORY TERMS:** The RFP may contain mandatory provisions identified using the words "must," "will," and "shall." Failure to comply with a mandatory term in the RFP will result in proposal disqualification.
- 3. PREBID MEETING:** The item identified below shall apply to this RFP.

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

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

Address:	City Council Chambers, Third Floor
	501 Virginia Street
	Charleston, WV 25301
Date:	Wednesday, May 28, 2025
Time:	10:00am

All Vendors submitting a proposal must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's proposal. 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. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the City of Charleston, WV.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 and phone 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 proposal.

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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 RFP prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this RFP to the City of Charleston's Purchasing Director. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in an RFP addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this RFP are preliminary in nature and are nonbinding. Submitted emails should have the RFP number and name in the subject line.

QUESTION SUBMISSION DEADLINE:	Wednesday, June 4, 2025	10:00am
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Submit Questions to:

Purchasing Director
City of Charleston, WV
501 Virginia Street East, Room 101 Charleston, WV 25301
Email: bids@cityofcharleston.org

5. RFP SUBMISSION: Electronic and emailed proposal submissions will not be accepted. Paper proposals only will be accepted either by hand delivery or mail. Regardless of delivery method, proposals must be **received** by the City on or before the date and time of the RFP opening. Any bid received by City staff is considered to be in the possession of the City and will not be returned for any reason.

RFP OPENING DATE:	Friday, June 13, 2025
RFP OPENING TIME:	2:00pm

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Submit proposals to:

Paper Proposals Submitted to:	Purchasing Director City of Charleston 501 Virginia Street East, Room 101 Charleston, WV 25301
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RFP DOCUMENTS: Each proposal must be submitted in a sealed envelope with two separate parts.

The following information must be marked on the outside of the main envelope:

- A. Vendor Name
- B. Vendor Address
- C. RFP Number and Name
- D. OPENING DATE
- E. OPENING TIME

The Technical and Cost proposals should be kept separate with the cost proposal in a sealed envelope by itself.

- 6. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this RFP will be made by an official addendum issued by the City. Vendor should acknowledge receipt of all addenda issued with this RFP by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge the addenda may result in proposal disqualification. The addendum acknowledgement should be submitted with the proposal to expedite document processing.
- 7. ADDITIONAL DOCUMENTS:** In addition to all other documents and information required by this RFP, the following documents must be included with the Vendors Technical Proposal. Failure to include the required documents may be cause for disqualification:
 - a. PURCHASING Affidavit
 - b. Local Vendor Form (if applicable)
 - c. Addendum Acknowledgement Form
 - d. Vendor Protest Acknowledgement Form
 - e. Contact and Signature Form
- 8. PROPOSAL FORMATTING:** Vendor should type or electronically enter the information onto its proposal to prevent errors in the evaluation. Failure to type or electronically enter the information may result in proposal disqualification.

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- 9. ALTERNATE MODEL OR BRAND:** Any model, brand, or specification listed in this RFP 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 propose 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 alternative being proposed shall be determined by the City at its sole discretion. Any Vendor proposing an alternate model or brand should clearly identify the alternate items in its proposal 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 proposal.
- 10. EXCEPTIONS AND CLARIFICATIONS:** The RFP 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 proposal. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the RFP may result in proposal disqualification.
- 11. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's proposal.
- 12. BUSINESS & OCCUPATION TAX:** The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant because the tax liability varies based on the different rates established for the specific types of business activities. Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they:
- a. Lease tangible personal property to lessees in Charleston
 - b. Perform construction or installation contracts in Charleston
 - c. Render services in Charleston.
 - d. Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at botax@cityofcharleston.org.

NOTE: No contract or purchase of materials or equipment will be awarded to a company whose Business & Occupation Tax status is delinquent.

- 12. NON-RESPONSIBLE:** The City reserves the right to reject the proposal of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148- 1-5.3, when the City

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determines that the vendor submitting the proposal does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

13. ACCEPTANCE/REJECTION: The City may accept or reject any proposal as a whole, or in part, and may make partial awards if appropriate and necessary based on unit price.

14. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the RFP and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§5-22-1 et seq., 5G-1- 1 et seq. and the Freedom of Information Act in 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 City constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The City 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.

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SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on the next page.

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GENERAL TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the City of Charleston, WV constitutes acceptance by the City of this Contract made by and between the City of Charleston and the Vendor. Vendor's signature on its bid or proposal, or on the Contract if the Contract is not the result of a bid solicitation, 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. "City" means the City of Charleston, WV that is identified on the first page of the Solicitation seeking to procure goods or services under this Contract.

2.2. "RFP" means Request for Proposal, the best-value procurement used by the City to procure the contract items.

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

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

2.5. "Solicitation" means the official notice of an opportunity to supply the City with goods or services that is published by the City.

2.6. "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: The Initial Contract Term will be for a period of _____. Renewal Term: This Contract may be renewed upon the mutual written consent of the City and the Vendor. All requests for renewal must be submitted in writing thirty (30) days prior to the expiration date of the initial contract term or an appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Delivery Order Limitations: If 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.

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☐ Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days or by/on the date listed in Section _____ of the Solicitation.

☒ Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within 90 (ninety) days or by/on the date listed in Section _____ of the Solicitation. Installation of the contract items must adhere to the instructions listed in Section 1 of the General Information. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☒ the contract may be renewed for 3 (three) successive 1 (one) year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and City.

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

☐ Construction/Project: This Contract becomes effective on the effective start date listed on the first page of this Contract and continues until the project for which the vendor is awarded is complete.

☐ Other: Contract Term specified in _____ .

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate Notice to Proceed from the City.

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/Award Document are approximations only, based on estimates supplied by the City. 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.

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☐ **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 and City.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The City may authorize a purchase of 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 City, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the City from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: In addition to any requirements under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the City. The request may be prior to or after contract award at the City's sole discretion. All of the items checked in this section must be provided to the City by the Vendor as specified:

☐ **LICENSE(S) :**

☒ **CERTIFICATION (S)** Vendor must be certified in any product or software they are proposing, if certification is available from the manufacturer.

☐ **PERMIT(S)**

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

- 8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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 City with proof that the insurance mandated herein has been continued. Vendor must also provide the City with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section. Vendor must maintain:

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

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

☐ Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.

☐ Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

☐ Cyber Liability Insurance in an amount of: _____ per occurrence.

☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

☐ Pollution Insurance in an amount of: _____ per occurrence.

☐ Aircraft Liability in an amount of: _____ per occurrence.

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9. 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.

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears and 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 monthly or annually in advance.

14. 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 City is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

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- 16. CANCELLATION:** The City 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
- 17. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- 18. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 18.1 SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 19. DISPUTE RESOLUTION, JURISDICTION AND VENUE:** Any references to arbitration contained in the Agreement are hereby deleted, as is any requirement to waive a jury trial. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation and/or mediation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation. Any language requiring or permitting disputes under the Agreement to be resolved in any other court is deleted. Vendor acknowledges and agrees that resolution agreements reached through consultation and negotiation, or any other form of dispute resolution, may be subject to approval by the City's governing body during a public meeting.
- 20. MODIFICATIONS:** This writing is the party's 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 City and the Vendor. Any change to existing contracts that adds to work or changes contract cost, and were not included in the original contract, must be approved by the City.
- 21. 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.

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- 22. 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 City 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.
- 23. 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 City.
- 24. 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.
- 25. CITY EMPLOYEES:** City employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same. 2
- 26. 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 City, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the City's policies, procedures, and rules.
- 27. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** The Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the 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 City constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The City 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.
- 28. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business

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licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the City to verify that the Vendor is licensed and in good standing with the above entities.

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

29. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from the City, the Vendor agrees to convey, sell, assign, or transfer to the City 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 City. Such an assignment shall be made and become effective at the time the City tenders the initial payment to Vendor.

30. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services here under. Any such interests shall be promptly presented in detail to the City.

31. VENDOR RELATIONSHIP: The relationship of the Vendor to the City 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 City 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 City, and shall provide the City 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.

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32. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the City, 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 Local, State and Federal laws including, but not limited to, labor and wage and hour laws.

33. NO DEBT CERTIFICATION: The City is prohibited from awarding a contract to any bidder that owes a debt to the City. By submitting a bid, or entering into a contract with the City, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the City (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

35. REPORTS: Vendor shall provide the City with the following reports identified by a box checked below:

☒ [x] Such reports as the City may request.

☐ [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency.

36. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the City, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

37. GOVERNING LAW: The Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the City of Charleston and State of West Virginia. This provision replaces any references to any other State's governing law.

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SECTION 4: PROJECT SPECIFICATIONS

Information to begin on next page.

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4.1 The following table lists possible components of the conferencing solution. The Items marked with an “M” are mandatory requirements. Failure to include the items indicated with an “M” will result in disqualification of a vendor’s proposal. Items marked with a “P” indicate components that the City would prefer but are not mandatory.

Modules/Functionality		
	Council Chambers	
M	1. Meeting Agendas and General Layout	
M	2. Voting Session	
M	3. Moderate Discussion and Meeting in Session	
M	4. Meeting Reports	
M	5. Generate Meeting Minutes	
M	6. Audio/Video output	
	Leadership Room	
M	7. Streaming Equipment	
M	8. City Network Equipment	
M	9. DSP Design software and platform system	
M	10. Conferencing Equipment	
	3rd Floor A/V Room	
M	11. Committee Meetings	
M	12. Staff Meetings	
M	13. Presentations	
M	14. Training Sessions	
Technology		
M	15. Real-time Integration across all core modules, e.g., Council Chambers, Leadership Room, 3rd Floor A/V Room, etc.	
M	16. Run on virtual server environment if server application(s) need installed.	
M	17. Run on Windows 11 environment, if an installed client application is required on a PC.	
M	18. MS SQL Server 2022 or higher if an on-premises enterprise database is required.	
M	19. Percent of installations by platform; Cloud, Hosted, On-Premises.	
M	20. Web-enabled or Web-based architecture	
M	21. Web-based architecture with published open API’s. Browsers: Edge, Chrome, Firefox.	

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M	22. Use CAT6 S/FTP ethernet or higher rated shielded ethernet cable	
M	23. Use snag less RJ45 ethernet connectors	
M	24. Use uninterruptible power supply (UPS) devices that meet the power requirements of products that will be plugged into the UPS device(s) that meet the following specifications	
M	a. 1RU if rack mounted	
M	b. Line interactive technology	
M	c. Battery Chemistry: Lithium Ion	
M	d. Management Interface:	
M	i. USB	
M	ii. RS-232 Serial	
M	iii. RJ-45 base ethernet	
M	25. Use Premium High-speed HDMI cable for digital signage displays	
M	26. Use 75 ohm shielded coaxial cable for SDI video output	
P	27. 24-Port, 1RU, CAT6 POE+ Patch Panel Rackmount 110 Punch down RJ45 Ethernet	
M	28. Dante to Mult Box for News/Media to receive audio from the conferencing system.	
M	29. All Audio/ Video communications and systems must be compatible with City's Juniper Network switches and infrastructure.	
M	30. Support Virtual Local Area Network (VLAN) configurations in City's networked environment.	
M	31. Network Interfaces, Services, and Protocols must be compatible with Juniper devices.	
M	32. Network Addressing and routing must be compatible with Juniper devices.	
M	33. Class of Service (CoS) and Quality of Service (QoS) standards are required in VLAN network to prevent non-real-time control and bulk communications from affecting performance of time-sensitive clocking, audio, and video traffic.	
M	34. Support Multicast traffic	
P	35. Support Dante Audio	
M	36. Must support other network audio protocols and applications, including AES67, AVB, SIP Softphone, and Analog Telephone.	
M	37. Provide SOC 2 certification if any component is hosted by a 3rd party.	
M	38. Provide ISO 27001 certification if any component is hosted by a 3rd party.	
General		
M	39. Removal of old equipment and hardware	
M	a. Uninstall and remove existing equipment and hardware that will not be used in new system environments	

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M	b. All equipment and hardware that is being uninstalled and removed must be documented and approved for disposal before the actual disposal of equipment and hardware.	
M	c. Must dispose of all approved equipment and hardware that is being removed from the existing system.	
M	d. Disposal of electronic equipment and hardware must WV Department of Environmental Protection (DEP) and U.S. Environmental Protection Agency (EPA) standards	
M	40. Integrators must be product certified to install and configure all products	
P	41. Minimum CompTIA Network+ Certification installing network cables, equipment, hardware and software	
P	42. CCNA or JNCIA-Junos certification for configure devices on City's network	
M	43. Install all cables, equipment, hardware and software.	
M	44. Assist City Network Administrators with configuration of all equipment, hardware and software on network.	
M	45. Configure applications and systems for end-user needs and tasks during meetings, presentations and training.	
M	46. Provide Training for all installed applications, software and hardware.	
M	47. Provide knowledge transfer documents and procedures.	
M	48. Provide implementation services	
M	49. Provide "Go-Live" services and in person support at least the first and second council meetings after implementation.	
M	50. Provide SLA support and maintenance for the first 3 years with an option to renew for continuing support and maintenance.	
Council Chamber		
Meeting Agendas and General Layout		
M	51. A conference management software system used to create and control every detail of a meeting from start to finish:	
M	a. Creates meeting title	
M	b. Creates meeting time	
M	c. Creates meeting conference settings:	
M	i. Creation of meeting agenda with items	
M	aa. discussion	
M	bb. voting	
M	cc. lecturer	
M	ii. Creation of a delegate roster	
M	aa. Detailed information per delegate	
M	bb. Assigning delegates to mics	
M	cc. Preset camera(s) per delegate when mic is activated	

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M	iii. Create meeting templates for quick reuse	
M	iv. Create voting templates	
M	h. Prepare an agenda offline	
M	i. Define timers for concepts in the meeting:	
M	i. Global	
M	ii. Individual delegate speech	
M	iii. Group	
M	iv. Agenda item and details	
M	iv. Enable if it is a Voting item	
M	iv. Attach Documents related to item	
M	v. Meeting time	
M	j. Room Layout configuring capability	
M	i. Configure and create room synoptic	
M	ii. Visualize delegate seating, mic assignments and camera presets with council chamber image	
M	52. Create and control every detail of a meeting from start to finish from any PC on the City's network	
M	52. Client application to configure the room synoptic (general room summary)	
M	54. Display meeting information on large screens for public viewing: title of the meeting, meeting timer, speaker list, voting results, agenda and current item, and more.	
Voting Sessions		
M	55. A conference management software system used to create and control every detail of a voting item from start to finish:	
M	a. Agenda/Voting Timer	
M	b. Modify the voting button	
P	c. Define who can participate in the voting	
M	d. Define who can see the overall results	
P	e. Printing the voting agenda	
P	f. Enable quorum	
M	g. Vote indication	
M	h. Voting correction	
M	i. Voting templates	
M	j. Hung vote solution	
P	k. Majority	
P	l. Option to select multiple voting options	
P	m. Define outcome message	

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M	n. Advanced options regarding to abstain votes	
M	o. Option to select multiple voting options	
M	p. Define outcome message	
M	q. Advanced options regarding to abstain votes	
M	56. Display voting results in graphical representations (Bar Charts, Pie charts, etc.)	
M	57. Display voting results and each delegate with their vote	
M	59. Easily create voting items based on voting template58	
M	60. Voting items are integrated with the agenda and saved along with the agenda	
M	61. Ad hoc voting and agenda item creation while meeting is in session.	
P	62. Ability to hide votes until everyone has voted	
P	63. Advance customization options for voting options (number, color, text, description)	
Moderating		
M	64. Mayor and City Clerk have chairman multimedia style table top wireless units	
M	a. Microphone control of other microphone units	
M	b. Consulting agenda and meeting information	
M	c. Speech time progress bar	
M	d. Voting and voting result visualization	
M	e. Build-in loudspeaker, automatically muted when microphone is active	
M	f. Volume control for loudspeaker	
M	g. Microphone activation button	
M	65. Assistant to the City Clerk has Operator Application for control and operational use of the conference system during the meeting.	
M	66. Operator Application	
M	a. Microphone activation control via the room synoptic (general room summary)	
M	b. Controlling the conference mode settings	
M	c. Speech time management	
M	d. Start/Stop or pause a meeting	
M	a. Advanced statistics overview of meeting agenda, delegates, and groups	
M	67. Turning on/off live streaming	
M	68. Council Members have delegate style tabletop wireless units	
M	a. Microphone activation button	
M	b. Built-in high-quality loudspeaker	
M	c. Volume control for loudspeaker	

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M	d. Interactive display showing meeting information such as voting topic, who is speaking, position in request list and voting	
M	69. 3 system integrated handheld wireless microphones for guest speakers, administration, and department heads	
M	70. Batteries for all wireless tabletop units:	
M	a. Battery backups	
M	b. Battery charging tray that fits in server rack	
M	c. Hot swapping to add fully charged battery and then remove depleted battery	
Meeting Reports		
M	71. The ability to export the meeting results and statistics	
M	a. Voting results in graphical and tabular formats	
M	b. Voting results by delegates and their vote	
Generate Meeting Minutes		
M	72. Export audio recording	
P	73. Create meeting minutes with transcription tool	
P	74. Create timestamps of microphone activations and add other markers if needed.	
Audio/Video output		
M	75. 28 Wireless Tabletop microphone units: 2 Chairman style tabletop units and 26 delegate style tabletop units	
M	88. Council Conferencing System must be equipped with an equalizer software component.	
M	76. Equalizer must be configured for suitable listening environment for the chamber and broadcasting to multiple devices such as, but not limited to, the streaming service device and the 3rd floor Audio/Video room monitors and speakers	
M	77. Provide Audio/Video from council meetings to, but not limited to, Streaming service and 3rd Floor Audio/Video room.	
M	78. Display voting results on display screens large enough for public view of voting results by council members.	
P	79. Display voting results through streaming service.	
M	80. Provide a camera tracking system that integrates with a conference system that allows:	
M	a. Creation of a synoptic for easy configuration of camera positions	
M	b. 2 shots per seat.	
M	c. 2 shots for the wide shot.	
M	d. Multiple seat configurations are immediately available for flexible seating arrangements.	
M	e. Configuration of camera positions with provided conferencing software with to use a USB-joystick	

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M	f. 2 shots for the wide shot	
M	g. Camera control over serial connection and IP connection.	
M	h. 20× Optical zoom on cameras	
M	i. Video output: 1080p 60 / 59.94 / 50 fps	
Leadership Room		
Streaming Equipment		
M	81. Provide streaming environment that supports the ability to switch audio and video feeds between the council chamber and 3rd floor audio/video room.	
M	82. The ability to switch audio/video feeds from anywhere on the network.	
M	83. Enable and disable streaming from any PC on the network	
M	84. Replace existing streaming equipment (Matrox Monarch HD)	
M	85. Streaming equipment must be configured to work with Civic Plus's web application Civic Clerk	
City Network Equipment		
M	86. Supply and install wall mount network rack(s) to support network, streaming, DSP, and conferencing equipment.	
M	87. Supply and Install 24-Port Cat6 POE+ Patch Panel Rackmount 110 Punch Down RJ45 Ethernet 1URM - patch panel - 1U	
M	a. Supply and label patch panel ports for quick identification and troubleshooting purposes.	
M	89. Supply and install uninterruptible power supply (UPS) devices that meet the power requirements of products that will be plugged into the UPS device(s) that meet the following specifications	
M	a. 1RU if rack mounted	
M	b. Line interactive technology	
M	c. Battery Chemistry: Lithium Ion	
M	d. Management Interface:	
M	i. USB	
M	ii. RS-232 Serial	
M	iii. RJ-45 base ethernet	
M	90. Supply and Install Power Distribution Unit for wall mount rack	
M	91. Assist City Network Administrators with configuring Juniper switch, new streaming device, DSP, and conferencing equipment.	
M	92. Install network cables, patch panel, etc. based on ANSI/TIA and ISO/IEC standards	
DSP Design Software and Platform System		
M	93. DSP Design software and platform system compatible with audio/video communication across the city's juniper network hardware.	

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M	94. DSP software, hardware and equipment must have Touch screen controllers to control all audio/visual devices for every aspect of the Council Conferencing system and the 3rd floor Audio/Visual Room	
M	95. DSP software, hardware and equipment must have User Control Interface (UCI) components for enabled devices to control all audio/visual devices for every aspect of the Council Conferencing system and the 3rd floor Audio/Visual Room	
M	96. DSP software, hardware and equipment must have extensive resources covering:	
M	a. Accessible Documentation Library for all products	
M	b. Webinars for all products	
M	c. Online Community Portal for users and developers	
M	d. Documentation for security best practices	
M	e. Accessible software and firmware updates	
M	f. Online Help	
M	g. Training	
M	i. Video Library for quick tutorials	
M	ii. Training pathways for certification in proposed DSP system.	
M	97. Integrators must be proficient and certified in the proposed DSP system.	
M	98. Drag and drop any DSP control element from a DSP design schematic into the UCI Application and deploy the City's design and control items to the touch screen, and UCI enabled devices.	
M	99. DSP UCI Application must allow the import of room diagrams, city logos or other graphical elements in all major graphic file formats.	
M	100. The ability to control any display/monitor in the Council Chamber and 3rd floor Audio/Visual room.	
M	101. The ability to control the input/output of any audio/visual component in the Council Chamber and 3rd floor Audio/Visual room.	
M	102. Touch screen control panel has PoE capability	
Conferencing Equipment		
M	103. Any additional Conferencing equipment that needs to be connected to the City's network to push audio/visual any other device on the network or streaming service.	
M	104. Battery Charging trays for wireless tabletop microphone units must be rack mountable	
M	105. Additional rechargeable Li-ion batteries for back up and how swap compatible.	
A/V Room		
General - A/V Room		
M	106. Replace two old display monitors and install two new 65" non-glare display monitors	
M	107. Replace Projector with 86" touchscreen monitor:	

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P	a. Built-in Windows 11 Pro PC	
M	b. Display ratio 16:9	
M	c. 40 point multi-touch interaction	
M	d. 4k UHD 50,000-hour commercial RGB displays	
M	e. Multi-platform Wireless Casting and Control Built-in	
M	f. 5 yr Warranty	
M	g. Remote Management Software to enforce IT policies and regulations	
P	h. 4K Ultra HD PTZ camera with Facial Detection Auto-Tracking.	
M	i. Wireless voice enhancement and wireless pendant microphone.	
M	108. Replace existing ceiling speakers with new ceiling speakers	
M	109. Replace existing microphones with a ceiling array microphone.	
M	110. Replace existing Crestron with new DSP software, hardware, and equipment.	
M	111. Wireless screen sharing for outside vendors, consultants, etc.	
M	112. Replace existing camera with the new camera that is used for live streaming events.	
M	113. Add new camera at the front of the room to capture guest speakers for live streaming events.	
M	114. MS Teams integration	
P	115. Zoom integration	
Committee Meetings		
M	116. Easy room start up for meetings - presets 28	
M	a. Example - Finance Committee Agenda URL	
M	b. Example - Camera locations	
M	c. Example - Loudspeaker volume level	
M	b. Example - Microphone volume level	
M	117. DSP Touchscreen Control Panel lockdowns - Security PIN	
M	118. Room controls go back to default setting when room is not in use.	
Staff Meetings		
M	119. Similar to Committee with more flexibility with DSP and room controls	
M	120. Room controls go back to default setting when room is not in use3	
M	121. DSP Touchscreen Control Panel lockdowns - Security PIN	
Presentations		
M	122. Similar to Committee and Staff Meetings with different rooms settings for presentations	
M	123. DSP Touchscreen Control Panel lockdowns - Security PIN	

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M	124. Room controls go back to default setting when room is not in use.	
Training Sessions		
M	125. Similar to Committee and Staff Meetings with different rooms settings for presentations	
M	126. DSP Touchscreen Control Panel lockdowns - Security PIN	
M	127. Room controls go back to default setting when room is not in use.	

4.1 Vendor Information: The following Information must be submitted with the Vendor's proposal. Failure to submit the listed information may result in the Vendor's proposal being disqualified.

	Comments
1. Vendor Name:	
2. Company Contact:	
Name:	
Title:	
Physical Address:	
Phone:	
Email:	
3. Company Information	
a. Year Founded and Public vs. Private	
b. Revenue and Income: Current and Prior Year	
c. Headquarter Office Location	
d. Nearest Office to Charleston, West Virginia	
e. Employee Count - Total	
f. Website	
4. Number of Customers	
a. Number of Customers	
b. Number of Customers on Proposed Application	
c. Number of Cities	
d. Number of Cities in West Virginia	
5. Target Customer Profile	
a. Target Industries	
b. Target Size: Users and Population	

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SECTION 5: EVALUATION AND AWARD

5.1 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 the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.

5.2 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 100 of the 150 points. Cost represents 30 of the 150 total points. Oral interviews, if applicable, will represent 20 of the 150 total points possible. If Oral interviews are not needed, all vendors will be allotted an automatic 20 points.

Evaluation Point Allocation:

Modules/Functionality	
- Council Chambers (Items 1 - 6)	(6) Points Possible
- Leadership Room (Items 7 - 10)	(4) Points Possible
- 3 rd Floor A/A Room (Items 11 - 14)	(4) Points Possible
Technology (Items 15 -38)	(13) Points Possible
General (Items 39 -50)	(11) Points Possible
Council Chamber	
- Meeting Agendas (Items 51 – 54)	(3) Points Possible
- Voting Sessions (Items 55 – 63)	(8) Points Possible
- Moderating (Items 64 – 70)	(6) Points Possible
- Meeting Reports (Item 71)	(1) Possible Points
- Generate Meeting Minutes (Items 72 – 74)	(2) Possible Points
- Audio/Video Output (Items 75 - 80)	(5) Possible Points
Leadership Room	
- Streaming Equipment (Items 81 – 85)	(4) Points Possible
- City Network Equipment (Items 86 -92)	(6) Points Possible
- DSP Design Software and Platform (Items 93- 102)	(9) Points Possible
- Conferencing Equipment (Items 103 – 105)	(2) Points Possible
A/V Room	
- General A/V (Items 106 – 115)	(8) Points Possible
- Committee Meetings (Items 116 – 118)	(2) Points Possible
- Staff Meetings (Items 119 – 121)	(2) Points Possible
- Presentations (Items 122 – 124)	(2) Points Possible
- Training Sessions (Items 125 – 127)	(2) Points Possible
<u>(Oral interview, if applicable)</u>	<u>(20) Points Possible</u>
<u>Total Technical Score:</u>	<u>(100) Points Possible</u>
<u>Total Cost Score:</u>	<u>(30) Points Possible</u>

Total Proposal Score: 150 Points Possible

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- 5.3 Technical Bid Opening:** At the technical bid opening, the Purchasing Director will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the RFP Evaluation Committee for technical evaluation.
- 5.4 Technical Evaluation:** The RFP Evaluation Committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Director.
- 5.5 Proposal Disqualification:**
- 5.5.1 Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (70 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.
- 5.5.2 Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.
- 5.6 Oral Presentations (If Applicable):** The City reserves the right to request oral presentations be scheduled and presented to the RFP Evaluation Committee by the three vendors with the highest technical scores. All three vendors must be permitted to provide presentations, no top scoring vendor shall be excluded.
- 5.7 Cost Bid Opening:** The Purchasing Director will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Director has approved the technical recommendation of the evaluation committee. All cost proposals received will be opened. Cost proposals for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once open, the cost proposals will be provided to the RFP Evaluation Committee for cost evaluation.

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

- 5.8 Cost Evaluation:** The RFP Evaluation Committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Director.

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

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

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Step 2: Cost Score Percentage (X) Points Allocated to Cost Proposal = **Total Cost Score**

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

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

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

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SECTION 6: CONTACT AND SIGNATURE

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

(Printed Name and Title) _____

(Address) _____

(Phone Number) _____

(email address) _____

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

(Company) _____

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____

(Email Address) _____



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: 2025-12 RFP Audio Video Conferencing Solution

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 Name:	
Authorized Signature:	
Printed Name:	
Date:	

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



CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: _____

Authorized Signature: _____ Date: _____

(Printed Name and Title)

State of _____

County of _____, to wit:

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

[SEAL]

Notary Public

My Commission expires _____, 20 ____.

Name of Procurement: **2025-12 Audio Video Conferencing Solution** Bid Opening Date: _____

VENDOR PROTEST ACKNOWLEDGMENT

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within seven (7) calendar days of after City Council approves of the award. Provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances.

The written protest must be submitted to: **Benjamin Mishoe, City Manager, City of Charleston, 501 Virginia Street, Charleston, WV 25301.**

Only vendors who have submitted a timely and responsive proposal may protest City's selection. No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

1. The Protestor's name, address, telephone number, and fax number;
2. The solicitation number;
3. A detailed statement of the legal and/ or factual grounds for the protest;
4. Copies of all relevant and supporting documentation, if necessary; and
5. A statement as to the form of resolution or relief sought.

FAILURE TO SUBMIT THIS INFORMATION SHALL BE GROUNDS FOR REJECTION OF THE PROTEST.

The City Manager may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction; if the merits have previously been decided by a court of competent jurisdiction; or if it has been decided by the City Manager in a previous protest.

At the time of submitting the written protest, Protestor shall submit a certified check in the amount of one thousand dollars (\$1,000.00) or bond equal to five percent (5%) of the price of the selected proposal, whichever is greater. In the event the proposal being protested is for contracted services, an estimated average of the contract value will be determined in order to calculate the five percent (5%) bond value. This bonding requirement is designed to protect against frivolous claims and unnecessary expenditures of public funds and to allow City to offset any and all costs, fees, expenses or damages of any kind whatsoever incurred by City as the result of an unsuccessful protest.

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses, or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to, increased costs of labor, materials or services resulting from any delay,

professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein. If there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. **Selected Vendor will have two (2) business days to file a written response to the protest.** A hearing may be held within five (5) business days of the **date of receipt of the written response to the protest by Selected Vendor**; provided that, City may, in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. If a hearing is held, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee. The department head of the department seeking the RFP and the City Attorney shall be in attendance.

A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision.

In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest; provided that, if City, in its sole discretion, determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. The decision of the city manager is final and is not appealable. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.

Vendor Signature: _____

Date: _____

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code § 5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will 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 a 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 the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code § 61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____