



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

# Request for Quotation

RFO NUMBER:  
**DNR212032**

PAGE:  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**FRANK WHITTAKER  
 304-558-2316**

VENDOR

\*701152806      304-346-5358  
 SINCLAIR MEDIA III INC WCHS TV  
 1301 PIEDMONT ROAD  
 CHARLESTON WV 25301

SHIP TO

DIVISION OF NATURAL RESOURCES  
 WILDLIFE RESOURCES SECTION  
 324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303      304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/26/2011				

BID OPENING DATE: **11/29/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		915-78		
<p>TELEVISION COMMERCIAL PRODUCTION SERVICES</p> <p>REQUEST FOR PROPOSAL (RFP)</p> <p>THE WEST BIRGHINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS REQUESTING PROPOSALS FOR THE PRODUCTION OF FIFTY-TWO (52) 90 SECOND SHOWS TO AIR AS PART OF THE "WV WILDLIFE" SEGMENT PER THE ATTAACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/08/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

RECEIVED  
 2011 NOV 29 AM 9:51  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Handwritten Signature]*      TELEPHONE: **304-346-5358**      DATE: **11/29/11**  
 TITLE: **Gen MGR**      FEIN: **52-1836394**      ADDRESS CHANGES TO BE NOTED ABOVE

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

1

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

# Request for Quotation

RFQ NUMBER  
**DNR212032**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**FRANK WHITTAKER**  
**304-558-2316**

VENDOR

\*701152806      304-346-5358  
**SINCLAIR MEDIA III INC WCHS TV**  
**1301 PIEDMONT ROAD**  
  
**CHARLESTON WV 25301**

SHIP TO

**DIVISION OF NATURAL RESOURCES**  
**WILDLIFE RESOURCES SECTION**  
**324 4TH AVENUE**  
  
**SOUTH CHARLESTON, WV**  
**25303                      304-558-3397**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/26/2011				

BID OPENING DATE: **11/29/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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





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

# Request for Quotation

RFQ NUMBER  
**DNR212032**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**FRANK WHITTAKER**  
**304-558-2316**

VENDOR

\*701152806 304-346-5358  
**SINCLAIR MEDIA III INC WCHS TV**  
**1301 PIEDMONT ROAD**  
**CHARLESTON WV 25301**

SHIP TO

**DIVISION OF NATURAL RESOURCES**  
**WILDLIFE RESOURCES SECTION**  
**324 4TH AVENUE**  
**SOUTH CHARLESTON, WV**  
**25303 304-558-3397**

DATE PRINTED <b>10/26/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **11/29/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Donnie E. Blackshire</i>						
***** THIS IS THE END OF RFQ DNR212032 ***** TOTAL:						

*\* This Proposal Supercedes BFO previously submitted by Sinclair Media 3/WCHSTV8 \**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



# CERTIFICATE OF LIABILITY INSURANCE

BECH

DATE (MM/DD/YYYY)

11/22/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Maury, Donnelly &amp; Parr, Inc.</b> Commerce & Water Streets Baltimore, MD 21202	(410) 685-4625	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #: <b>SINCBRO-02</b>	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED <b>Sinclair Broadcast Group, Inc.</b> 10706 Beaver Dam Road Cockeysville, MD 21030	INSURER A : <b>St. Paul Fire &amp; Marine Ins. Co.</b>		
	INSURER B : <b>Charter Oak Fire Insurance Company</b>		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			Y6605717B25A	6/1/2011	6/1/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2KUB823K204211	6/1/2011	6/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage is included for WCHS, Dana P. McMurtry &amp; Brad Rice. Certificate is issued as evidence of insurance.

**CERTIFICATE HOLDER****CANCELLATION**

West Virginia DNR  
c/o Station WCHS & Fox 11  
1301 Piedmont Road  
Charleston, WV 25301-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

RFQ No. DWR 212032

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentally established by a county or municipality; any separate corporation or instrumentally established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Westsouth

Authorized Signature: [Signature] Date: 11/28/11

State of West Virginia

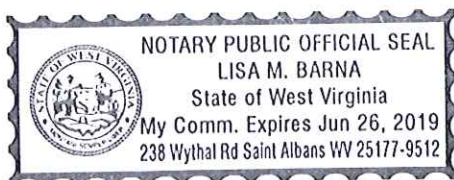
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 28<sup>th</sup> day of November, 2011.

My Commission expires June 26, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or; Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or; Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or;
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or;
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or;
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or;
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or;
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: WCHS/WVAH Signed: [Signature]
Date: 11/08/11 Title: General Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



**WV WRS/DNR-RFP # DNR212032**



Sinclair Media 3/WCHS TV

1301 Piedmont Road

Charleston, WV 25301

Phone: (304)346-4765

Fax (304)346-4765

Contact: Donnie Blackshire

[dblackshire@sbgnet.com](mailto:dblackshire@sbgnet.com)

Signature *Donnie Blackshire* Date 11/29/11



# Table of Contents

<u>Page 1</u>	Attachment A: Vendor Response Sheet Section 2.4.1 Understanding of the Scope of Work and Experience 1
<u>Page 2</u>	Section 2.4.1 Understanding of the Scope of Work and Experience cont.
<u>Page 3</u>	Section 2.4.1 Understanding of the Scope of Work and Experience cont.
<u>Page 4</u>	Section 2.4.2 Vendor Staff Experience
<u>Page 5</u>	Section 2.4.3 Samples of Similar Productions
<u>Page 6</u>	Attachment B: Mandatory Specification Checklist Section 2.5.1 Filming and Editing Services
<u>Page 7</u>	Section 2.5.2 Commercials, Promotional advertisements, etc
<u>Page 8</u>	Section 2.5.3 Air Schedule
<u>Page 9</u>	Section 2.5.4 Other Commitments
<u>Page 10</u>	Viewer Ratings
<u>Page 11</u>	WCHS/Fox-11 Coverage Area
<u>Page 12</u>	We're Committed!



# Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar 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 were and how they were met.

List project goals and objectives contained in Section 2.4:

## Section 2.4.1: Vendor Understanding of the Scope of Work and Experience

The vendor should describe their understanding of the scope of work to be performed under this contract. Vendor should demonstrate a thorough understanding of the WVDNR mission and how it will be incorporated into production of "West Virginia Wildlife", commercials and promos. Vendor should clearly state past experience specifically related to the type of service requested in this RFP. Emphasis should be placed on current and/or prior experience with wildlife related television production. Copies of such productions should be provided in DVD format.

**Vendor Response:** *WCHS/FOX-11 will produce Fifty-Two(52) 90-second segments featuring the activities and programs of the WRS which will air during specified local newscasts. We will also produce eight (8) 30-second commercials which will air based upon upcoming WRS programs or events.*

*WCHS/Fox-11 has been proud to promote the DNR's mission for the past 3 years, by bringing WV Wildlife into the homes of West Virginians. WCHS/Fox-11 has delivered what was promised. Here is a look back at what was promised and what we delivered:*

*•To air "WV Wildlife" in the following newscasts:*

*WCHS Wed 6p-6:30p (52 Segments)*

*WVAH Wed 10-11p (52 Segments)*

*WCHS Thurs 5a-6a (52 Segments)*

*WCHS Thurs 6a-7a (52 Segments)*

*WVAH Thurs 7a-8a (52 Segments)*

*WCHS Thurs 12p-12:30p (52 Segments)*

*•To air 312 :30 second commercials*

*•To provide WV WRS with 8 DVD copies of "WV Wildlife" segments copies of "WV Wildlife" segments*

*\*PLUS\**

*•Provide DVD of recent segments to run at the WV Hunt and Fishing Show, and Nat'l Hunting and Fishing Days at Stonewall Jackson.*

## Section 2.4.1 Vendor Understanding of the Scope of Work and Experience cont.

- *To produce eight (8) :30 second commercials in cooperation with the WRS to run throughout the year.*
- *Link the "WV Wildlife" Segments to the DNR's website.*
- *Assign a photojournalist to work exclusively with the WV DNR to tape/produce "WV Wildlife Segments".*
- *Include the WV DNR on the WCHS website.*
- *Participate in the WV Hunting and Fishing Show in January '09.*
- *Participate in Nat'l Hunting and Fishing Days at Stonewall Jackson Resort in late September*

### *What Was Delivered by WCHS/Fox-11*

*Aired WV Wildlife" in the following newscasts:*

- *WCHS Wed 6p-6:30p (52 Segments)*
- *WVAH Wed 10-11p (52 Segments)*
- *WCHS Thurs 5a-6a (52 Segments)*
- *WCHS Thurs 6a-7a (52 Segments)*
- *WVAH Thurs 7a-8a (52 Segments)*
- *WCHS Thurs 12p-12:30p (52 Segments)*
- *Aired 312 :30 second commercials*
- *Provided WV WRS with 8 DVD copies of "WV Wildlife" segments*
- ***\*PLUS\****
- *Provided DVD of recent segments to run at the WV Hunt and Fishing Show, and Nat'l Hunting and Fishing Days at Stonewall Jackson.*
- *Produced eight (8) :30 second commercials in cooperation with the WRS to run throughout the year.*
- *Linked the "WV Wildlife" Segments to the DNR's website.*
- *Assigned a photojournalist to work exclusively with the WV DNR to tape/produce "WV Wildlife Segments".*
- *Included the WV DNR on the WCHS website.*



#### Section 2.4.1 Understanding of the Scope of Work and Experience cont.

- *Participated in the WV Hunting and Fishing Show in January 2009, 2010, 2011. Several News personalities were present during the weekend including Deborah Linz, Jenifer McAndrews, Ashley Smith, Elizabeth Norieka, Patrick McMurtry, Bob Aaron.*
- *Participated in Nat'l Hunting and Fishing Days at Stonewall Jackson Resort in late September*
- *Created a :05 second Billboard with DNR logo that ran during local Newscast(see DVD for example)*
- *Aired an overage of 653 promo commercials over both WCHS/Fox-11 stations(see DVD for example)*

## Section 2.4.2: Vendor Staff Experience

The vendor should provide a list of staff that will be used in performance of this contract, stating the expertise, education and experience each would bring to the contract. Emphasis should be placed on experience in filming, script writing, reporting and editing of natural resources (wildlife) related television segments.

Vendor Response: **Brad Rice, Eyewitness News Photojournalist**  
WV Associated Press Awards: Best Feature Series 2001-2002, Best Photographer 2002-2005.  
WV Broadcasters Association Awards: Best Photojournalist(Large Market) 2005  
WV Dept of Tourism Awards: Best Broadcast Feature Series 2000-2004  
21 Yrs experience, with 8 yrs with the DNR account  
Won Emmy award for his work with WV Wildlife

**Patrick McMurtry, WCHS/WVAH Television Anchor**  
2007 Emmy Award-WV Wildlife  
2006 AP Anchor of the Year  
2007 Best Investigative Reporter  
2007 WV Broadcasters Association Best Breaking News Coverage  
2004 AP Award of Excellence for Anchoring  
2004 Ap Award of Excellence for Reporting  
2004 WVBA Outdoor Reporter of the Year  
18 yrs Television Experience, 8 yrs in WV, 7 1/2 yrs as WV Wildlife Reporter  
Published Wildlife Author

**Harold Cooper, WCHS-TV8 and Fox-11 General Manager**  
28 yrs Television Experience, 24 yrs in WV

**Matt Snyder, WCHS-TV8 and Fox 11 News Director**  
13 yrs with WCHS/Fox-11  
6 yrs experience with DNR Project

**Robert Butterfield, WCHS General Sales manager**  
8 yrs experience with DNR Project  
25 yrs television experience, 13 yrs in WV

**Donnie Blackshire, WCHS Account Executive**  
3 yrs experience with the DNR Project  
18 yrs television experience  
Avid Outdoorsman Hunting/Fishing  
Lifelong WV resident

**Sean Canterbury, WCHS Assistant Creative Director**  
24 yrs with WCHS-TV 8/FOX11  
8 yrs on the DNR Project  
Avid Outdoorsman  
Lifelong WV Resident



# Attachment B: Mandatory Specification Checklist

List mandatory specifications contained in Section 2.5:

## Section 2.5.1: Filming and Editing Services

The successful vendor shall provide high quality filming and editing of the "West Virginia Wildlife" television segments. A photojournalist and reporter will be permanently assigned to "West Virginia Wildlife" in the interest of continuity of the segments. Successful vendor will provide transportation of photojournalist and reporter to filming locations throughout the state as determined by WRS. Overnight travel may be required due to distance of activity or program, or to the nature of the subject matter, i.e., nighttime frog or owl studies, nighttime fish shocking, etc. Editing of segments and production of commercials must be done to allow WRS staff the opportunity to oversee and approve work prior to broadcast when deemed necessary by WRS staff. Under certain circumstances, some segments may be shot, edited and aired the same day. Reporter must submit each script to WRS staff two days prior to airing for final approval prior to editing and airing of segment. Every three months two DVD's containing the "West Virginia Wildlife" segments aired during that quarter will be provided by the vendor to the Charleston office of the WRS. Vendor must archive text and still images of each segment on their website and provide a hotlink to the WVDNR website. If the successful vendor has streaming video capabilities, the station website will provide streaming videos of all "West Virginia Wildlife" segments aired under this contract.

### Vendor Response:

- Award Winning Photo Journalist Brad Rice will be assigned exclusively to videotape/produce these segments along with News Anchor Patrick McMurtry. Both have worked previously with WV DNR with over 15 years combined experience.
- All transportation for photojournalist and reporter will be provided by the station, including overnight travel.
- WRS staff will have the opportunity to oversee and approve all editing/production of the "WV Wildlife" segments prior to broadcast.
- Patrick McMurtry will submit each script to WRS prior to editing and airing of segments.
- 2 DVD's containing "WV Wildlife" segments will be provided at the Charleston office of WRS every 3 months.
- WCHS/WVAH will archive text and still images of each segment on [www.wchstv.com](http://www.wchstv.com) and provide a hotlink to the DNR website.
- Streamline video of all "WV Wildlife" segments will be featured on [www.wchstv.com](http://www.wchstv.com)



### Section 2.4.3: Vendor's Samples of Similar Productions

Vendor should submit a DVD format showing samples of productions similar to "West Virginia Wildlife" for which they have been the primary contractor for filming, script writing, reporting and editing services. Quality of scripts, reporting, editing and videography, as well as the type of production will be taken into consideration.

Vendor Response: *A DVD has been provided showing 4 segments of WV Wildlife  
Also included is five(5) :30 second commercials, One(1) :05 second Billboard  
that airs during the newscast and two(2) Promos for WV Wildlife.*





### Section 2.5.3: Air Schedule

The preferred air schedule is the following: Wednesday during the local evening newscast (6pm to 6:30pm), Wednesday, during the 10pm or 11pm local news broadcast, Thursday morning during the local newscast (5am and 6am), Thursday during the local noon news, and Saturday evening local news (10pm or 11pm). It is the intent of WRS to reach the largest/most involved viewing audience within the state of West Virginia. Vendors must list proposed alternate program schedules.

**Vendor Response:** *The following schedule shows where these commercials will air unless otherwise desired by WRS.*

- Every Wednesday on WCHS Eyewitness News @ 6 from 6p-6:30p
- Every Wednesday of Fox 11 Eyewitness News @ 10 from 10p-11p
- Every Thursday on WCHS Eyewitness News @ 5 from 5a-6a
- Every Thursday on WCHS Eyewitness News @ 6 from 6a-7a
- Every Thursday on WCHS Eyewitness News @ Noon from 12p-1p
- Every Saturday on Fox 11 Eyewitness News @ 10 from 10p-11p

#### **Proposed Alternate Programs**

- Wednesday Thru Friday on Fox-11 Eyewitness News @ 7 from 7a-8a
- Wednesday thru Saturday on WCHS Eyewitness News @ 11 from 11p-11:30p



**Section 2.6.4: Other Commitments**

The successful vendor will be required to provide personnel to staff a booth at West Virginia's Celebration of National Hunting & Fishing Days at Stonewall Jackson Lake Resort State Park in Weston, the last full weekend of September. The photojournalist will be required to attend to film event activities at the direction of WRS staff. Station booth personnel will be required to be in the booth during the event hours and to provide televisions with continuous loops of segments of "West Virginia Wildlife" aired under this contract. The same requirements pertain to the West Virginia Trophy Hunters Association Hunt Show held in Charleston, WV in January.

**Vendor Response:**

*WCHS/WVAH will staff booths at National Hunting & Fishing Days and The West Virginia Trophy Hunters Association Hunt Show.*

*Representatives from WCHS/FOX 11 will set up and staff booths at both of these events. Photojournalist Brad Rice will attend to film event activities at the direction of WRS staff.*

*The most recent "West Virginia Wildlife" segments will be running on television(s) through the entirety of both shows and WCHS/WVAH will help out with any promotions/giveaways the WV DNR requests.*

I certify that the proposal submitted meets or exceeds all the mandatory specifications of this Request for Proposal. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

*Sinclair Media 3/WCHS TV 8*

(Company)

*Donnie Blackshire Donnie Black Act. Executive*

(Representative Name, Title)

*304 346-5358 304 346-4765*

(Contact Phone/Fax Number)

*11/29/11*

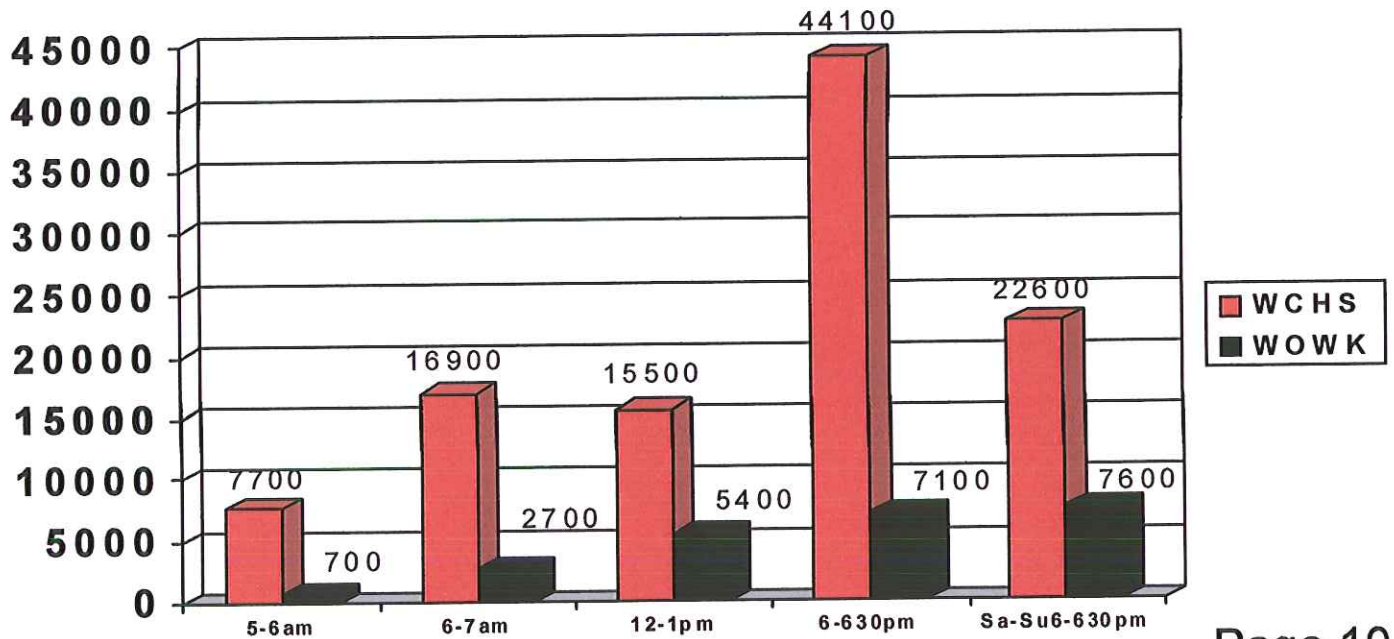
(Date)



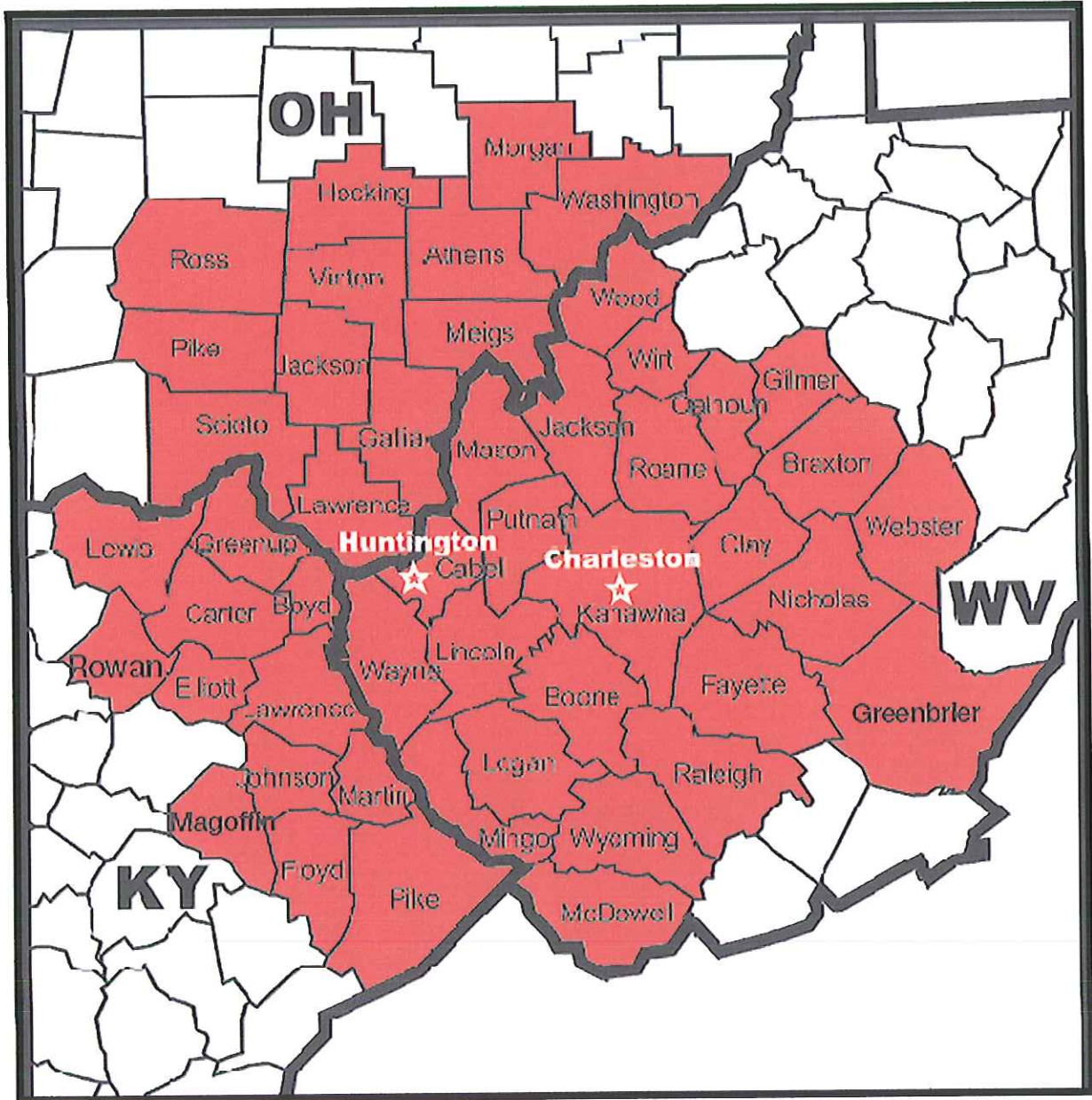
# Viewer Ratings

The following rating information represents WV viewing Households from May-11 Nielsen Media Research.

<u>News Program</u>	<u>Time Period</u>	<u>Viewers</u>	<u>Share of Audience</u>
• Eyewitness News at 5am	5-6am	7,700	23%
• Eyewitness News This Morning	6-7am	16,900	22%
• Eyewitness News This Morning on FOX11	7-8am	3,700	4%
• Eyewitness News at Noon	12-1pm	15,500	21%
• Eyewitness News at 6pm	6-630pm	44,100	27%
• Eyewitness News at 10pm	10-11pm	29,600	16%
• Eyewitness News at 6pm Weekend	6-630pm	22,600	18%



# WCHS/WVAH Coverage Area



# We're Committed

- *WCHS-WVAH devotes 16 man hours per week to the production of each West Virginia Wildlife segment, in addition to the average of 8 man hours per week for travel and shooting of each piece. At 24 hours per week, WCHS-WVAH TV dedicates 1,248 man hours per year for West Virginia Wildlife. In addition, the two people working on this project are recognized as being among the best journalists in this part of the United States. Both Patrick McMurtry and Brad Rice have been honored with Emmy awards for their work on West Virginia Wildlife, in addition to numerous awards for various roles in the television industry. By dedicating the work of two of our top journalists, WCHS-WVAH TV has proven its commitment to producing top quality segments for the DNR week in and week out. We will continue to demonstrate that dedication by assigning Patrick McMurtry and Brad Rice to continue their work on West Virginia Wildlife and continuing to develop what is already an unprecedented relationship with the DNR, its biologists and the other employees and volunteers with whom they have established professional relationships.*
- *Patrick and Brad have combined to produce more than three hundred and fifty West Virginia Wildlife stories (comparable to three full length feature films). This "branding" is virtually invaluable to both the DNR and WCHS-WVAH TV as both men have become closely identified with West Virginia Wildlife. In addition, both Patrick and Brad have spent hundreds of hours at both the National Hunting and Fishing Days and the West Virginia Trophy Hunter's Hunting and Fishing Show as ambassadors of both our stations and West Virginia Wildlife.*