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

25302

Request for Quotation

RFQ NUMBER

DNR209042

ADDRESS CORRESPONDENCE TO ATTENTION OF: FRANK WHITTAKER

***709010154** 304-345-7711 WV MEDIA MANAGEMENT LLC 13 KANAWHA BLVDSTE 300

CHARLESTON WV

WILDLIFE RESOURCES SECTION **BUILDING THREE** 1900 KANAWHA BOULEVARD EAST

DIVISION OF NATURAL RESOURCES P ŏ CHARLESTON, WV 25305

304-558-2316

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2008				
BID OPENING DATE:	11/06/2008	BID OF	PENING TIME 0	:30PM
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	SEE REV	ERSE SIDE FOR TERMS AND CONDIT	FIONS	
SIGNATURE		TELEPHONE	DATE	
TITLE	FEIN	<u> </u>	ADDRESS CHANGES	TO BE NOTED ABOVE

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. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. 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
- 6. Payment may only be made after the delivery and acceptance of goods or services
- 7. Interest may be paid for late payment in accordance with the West Virginia Code
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
- 12. Any reference to automatic renewal is hereby deleted
 The Contract may be renewed only upon mutual written agreement of the parties
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160 103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division
- 2. SPECIFICATIONS: 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. Complete all sections of the quotation form
- Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered FOB destination unless alternate shipping terms are clearly identified in the quotation
- **6. BID SUBMISSION:** 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, PO Box 50130, Charleston, WV 25305-0130



VENDOR

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PAGE 2

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CHARLESTON WV 25302

DIVISION OF NATURAL RESOURCES
WILDLIFE RESOURCES SECTION
BUILDING THREE
1900 KANAWHA BOULEVARD EAST
CHARLESTON, WV
25305

F.O.B.

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DNR209042

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ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER 304-558-2316

*709010154 304-345-7711 WV MEDIA MANAGEMENT LLC 13 KANAWHA BLVDSTE 300

CHARLESTON WV 25302

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION BUILDING THREE 1900 KANAWHA BOULEVARD EAST CHARLESTON, WV 25305

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

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*709010154 304-345-7711 WV MEDIA MANAGEMENT LLC 13 KANAWHA BLVDSTE 300

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

Request for Quotation

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REQ NUMBER DNR209042 PAGE

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FRANK WHITTAKER 304-558-2316

ADDRESS CORRESPONDENCE TO ATTENTION OF

***709010154** 304-345-7711 WV MEDIA MANAGEMENT LLC 13 KANAWHA BLVDSTE 300

CHARLESTON WV 25302

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RFQ No. DNR209042	
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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 in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract 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 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 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, 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated West Virginia Media
Mouk aller Date: 10/21/08 Vendor's Name:

Authorized Signature: __

Purchasing Affidavit (Revised 07/01/08)



WORKERS COMPENSATION AND **EMPLOYERS LIABILITY POLICY**

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: NEW

POLICY NUMBER:

WC10210610-01

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

4. INSURED:

PRODUCER:

WEST VIRGINIA MEDIA MANAGEMENT

LLC

WELLS FARGO INSURANCE SERVICES OF WEST

VIRGINIA INC

C/O WV MEDIA 96 16TH STREET PO BOX 1551

(304)346 0611

CHARLESTON WV 25326 1551

Insured is a(n) LLC

WHEELING WV 26003

Other work places and identification numbers are shown in the schedule(s) attached

- The policy period is from 07/01/2008 to 07/01/2009 12:01 A M at the insured's mailing address 2
- WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers 3 Compensation I aw of the state(s) listed here:

WEST VIRGINIA

EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in В. Item 3 A The limits of our liability under Part Two are:

Bodily Injury by Accident:

\$500,000 \$500,000 Each Accident

Bodily injury by Disease: Bodily injury by Disease:

\$500,000

Policy Limit Each Employee

Ċ OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

See West Virginia I imited Other States Insurance Endorsement WC 99 03 05

D. This policy includes these endorsaments and schedules:

SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy

DAJE OF ISSUE: 07/02/2008

ISSUING OFFICE: Charleston, WW

PRODUCER:

WELL'S FARGO INSURANCE SERVICES OF WEST VIRGINIA INC



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFORMATION PAGE LIST OF ADDITIONAL NAMED INSURED(S) WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: NEW POLICY NUMBER: WC10210610-01

LIST OF ADDITIONAL NAMED INSURED(S):

WTRF-TV LLC 96 16TH ST WHEELING WV 26003 99-999999

WVNS-TV I.LC 141 OLD CLINE ROAD GHENT WV 25843 99 9989999

WOWK TVILE 13 KANAWHA BLVD W CHARLESTON WV 25382 99-999999

WBOY-TY LLC 904 W PIKE STREET CLARKSBURG WV 26301 95-939999

STATE JOURNAL 904 VIRGINIA STREET E CHARLESTON WV 25301 99-999999 DATE OF ISSUE: ISSUING OFFICE:

07/02/2008

PRODUCER:

Charleston, WV WELLS FARGO INSURANCE SERVICES OF WEST VIRGINIA INC

Endorsement Effective

Policy No.: WC10210610 Endorsement No.: 01



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFORMATION PAGE LIST OF NAMED INSURED LOCATIONS WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: NEW POLICY NUMBER: WC10210610-01

LIST OF NAMED INSURED LOCATIONS:

LOCATION ADDRESS:

MAILING ADDRESS:

13 KANAWHA BLVD W CHARLESTON WV 25302

13 KANAWHA BLYD W CHARLESTON WW 25302

DATE OF ISSUE: ISSUING OFFICE. PRODUCER:

07/02/2008 Charleston, WV

WELLS FARGO INSURANCE SERVICES OF WEST VIRGINIA INC

Endorsement Effective

Policy No WC10210610 Endorsement No:



YOUR TOWN • YOUR STATE • YOUR FUTURE

Proposal for Production and Broadcast of "West Virginia Wildlife"

in response to RFQ# DNR209042 **Technical Proposal**

Submitted by:

Mark Allen

13 Kanawha Blvd. W. West Virginia Media

Suite 100

Charleston, WV 25302 304/720-6500

Mank Oller 80/0e/01



YOUR TOWN . YOUR STATE . YOUR FUTURE

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Section I	
Understanding of the Scope of Work and Experience (4.1.1) Mandatory Requirements (3.2.1 - 3.2.5)	ე ტ-ტ
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Staff Experience (4.1.2)	10
Section III	
Samples of Similar Production	7
Section IV	
Cost Proposal	12-16



Section I

Understanding Scope of Work

YOUR TOWN . YOUR STATE . YOUR FUTURE

- addition to producing the weekly 90-second features, the successful vendor will The WV DNR is seeking an outside vendor to produce (film, report, edit) and broadcast 52 high quality, 90-second "West Virginia Wildlife" features. In also produce eight :30 commercials throughout the year.
- These :30 DNR commercials will be broadcast adjacent to each of the "West Virginia Wildlife" feature.
- The "West Virginia Wildlife" features and adjacent commercial will be broadcast Wednesdays at 6P, Wednesdays at 11P, Thursdays at 5A, Thursdays at 6A, Thursdays at 12N and Saturdays at 11P. in local news programming on the following preferred weekly schedule:
- Wildlife" to provide continuity. West Virginia Media is responsible for all travel A photojournalist and reporter will be permanently assigned to "West Virginia and lodging costs for the photojournalist and reporter incurred while filming "West Virginia Wildlife",



Section I Understanding Scope of Work

YOUR TOWN . YOUR STATE . YOUR FUTURE

- Scripts must be pre-approved by WRS personnel two days before broadcast.
- No "West Virginia Wildlife" feature will air without approval of WRS
- Two DVD's archiving "West Virginia Wildlife" will be delivered to WRS each quarter.
- West Virginia Media will also archive all "West Virginia Wildlife" features on stations' websites and provide a link to the DNR website.
- West Virginia Media will staff a booth at National Hunting and Fishing Days at Stonewall Resort in September and at the West Virginia Trophy Hunter's Show in January, making sure photojournalist and reporter are in attendance at both shows, and archived "West Virginia Wildlife" features are played.
- this goal in mind that West Virginia Media will produce "West Virginia Wildlife" state's renewable resources and outdoor recreational opportunities. It is with "West Virginia Wildlife" features are one of the best methods for the DNR to accomplish its mission of promoting the enjoyment and preservation of the



West Virginia Media (Experience Section I

- Sinclair Media and has many years of experience in producing similar features. WOWK partnered with the WV DNR and WRS to produce features similar to "West Virginia Wildlife" for several years prior to the last two contracts with
- In addition to these programs, West Virginia Media first began producing a halfhour West Virginia hunting and fishing program, titled "Woods and Waters," in
- "Woods and Waters" currently airs Saturday and Sunday mornings from 6.30A to 7AM on West Virginia Media stations.
- West Virginia Media has broadcast weekly vignettes of "Woods and Waters," which are similar to "West Virginia Wildlife." These one to two minute features newscasts statewide on West Virginia Media's network of television stations. have been edited from the half-hour program and have been broadcast in
- Samples of features done in conjunction with the WV DNR and WRS accompany this proposal.





Section I Mandatory Requirments

YOUR TOWN . YOUR STATE . YOUR FUTURE

Overview

- West Virginia Media will assign one reporter and one photographer to produce 52 West Virginia Wildlife features to air six times per week per station on the WRS preferred schedule (see following page).
- One :30 DNR commercial will air adjacent to each "West Virginia Wildlife" program.
- Reporter will submit script to WRS for final approval prior to editing of program
- West Virginia Media will provide WRS the opportunity to review programs and commercials at least two days prior to broadcast.
- No programs or commercials will be broadcast without the approval of WRS
- West Virginia Media will provide two DVD copies of all programs on a quarterly basis.
- Participating West Virginia Media stations will archive West Virginia Wildlife features on station websites and provide a link to the DNR website.
- West Virginia Media will produce eight thirty-second commercials per year as part of this commitment
- No commercial or promo will air without the approval of the WRS prior to broadcast.
- West Virginia Media will provide travel and lodging as needed.
- There will be no additional charge over and beyond the contracted amount for commercial production or editing.



Section I Preferred Schedule

YOUR TOWN . YOUR STATE . YOUR FUTURE

Air Schedule and Promos

- West Virginia Wildlife and the commercial adjacency will air on the following schedule
- Wednesday 6P News
- Wednesday 11P News.
- Thursday 5A News
- Thursday 6A News
- Thursday 12N News
- Saturday 11P News
- West Virginia Media will air 5 promos per week (260 annually per station).
- Promos may be :05, :10, :15 or :30.



Section I Mandatory Requirements

YOUR TOWN . YOUR STATE . YOUR FUTURE

Other Commitments

- West Virginia Media will provide personnel to staff a booth at West Virginia's Park each year that they maintain this contract, including the assigned West National Hunting and Fishing Days at Stonewall Jackson Lake Resort State Virginia Wildlife photojournalist and reporter, and broadcast "West Virginia Wildlife" features as a continuous loop.
- Association Hunt Show in January in Charleston, including assigned West Virginia Wildlife photojournalist and reporter, and broadcast West Virginia West Virginia Media will also staff a booth at the WV Trophy Hunters Wildlife on a continuous loop.





Section I Mandatory Requirements

YOUR TOWN YOUR STATE YOUR FUTURE

Understanding of Mission Statement

- outreach and marketing component of the Wildlife Resource Section of the West Virginia Division of Natural Resources to educate the public on the activities and West Virginia Media understands that "West Virginia Wildlife" is the primary programs of the WRS
- As such, West Virginia Wildlife fulfills and expands the Mission of the DNR.
- "West Virginia Wildlife" not only promotes West Virginia's renewable resources such as wildlife and forests but fosters preservation of these natural resources.
- West Virginia Media will strive incorporate the ideals of the DNR's mission station in each "West Virginia Wildlife" feature.
- West Virginia Media is the ideal partner for the WRS to bring information on West Virginia's natural resources to the most people.
- Only West Virginia Media can take that powerful message statewide to 47 of the state's 55 counties.



Section II Staff Experience

YOUR TOWN . YOUR STATE . YOUR FUTURE

The West Virginia Media team assigned to oversee and produce "West Virginia Wildlife" has many years of experience in filming, script writing, reporting and editing for all types of local production, including, but not limited to, natural resources and wildlife related television.

- Marc Sandoval Photojournalist and Editor
- Associate Degree in Communications, West Virginia State University, 1984
- 24 years experience in commercial production across multiple formats, including outdoor related content
- Addy award winner
- Shane Irwin Reporter
- BS Journalism, Marshall University, 2006
- Photographer and Reporter, WOWK, January '07 to Present
- John Fawcett, WOWK General Manager
- BS in Communication Arts, James Madison University, 1984
- 25 years of production, marketing, operations and management experience, including outdoor related content
- Multiple Addy award winner
- Two-time Telly Award winner
- Pro-Max Gold Award winner
- Leeza Glazier WOWK News Director
- BS Journalism, Ohio University, 1999
- 5 years on-air experience, 3 years experience as assignment editor, named News Director in '08
- Jon Bernard Web Master
- BA Communications, Bethany College, 2008
- Overseeing WV Media's 10 websites since May, 08
- Mark Allen WV Media Account Executive
- BS Journalism, West Virginia University, 1986
- 20 Years Media Sales Experience, including 5 at WOWK
- Extensive copy writing experience





Section III Sample of Similar Production

YOUR TOWN - YOUR STATE - YOUR FUTURE

See accompanying DVD of "Woods and Waters" samples.

