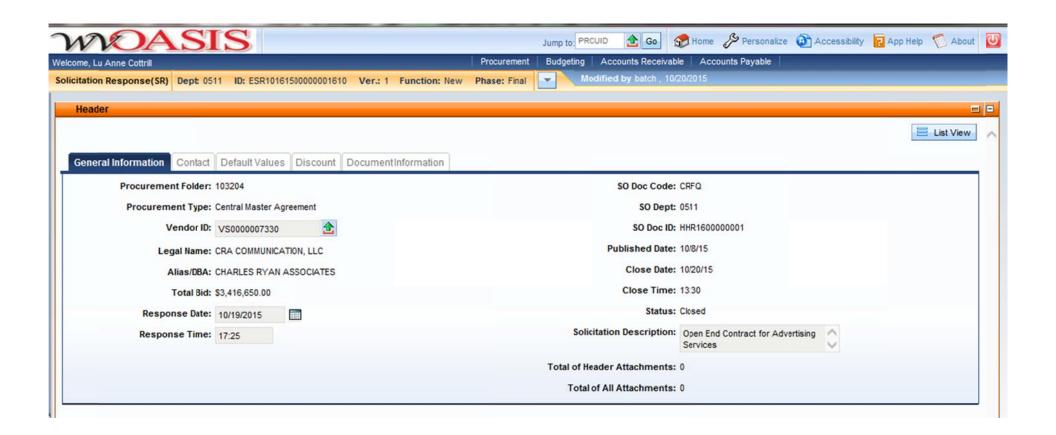


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





#### Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

# State of West Virginia Solicitation Response

Proc Folder: 103204

Solicitation Description: Open End Contract for Advertising Services

Proc Type: Central Master Agreement

Date issued Solicitation Cl	oses Solicitation	No	Version
2015-10-20 13:30:00	SR	0511 ESR10161500000001610	1

#### VENDOR

VS0000007330

CRA COMMUNICATION, LLC

CHARLES RYAN ASSOCIATES

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick (304) 558-0067 robert.p.kilpatrick@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Contract Administration/ Consultation (4.1.1)	20.00000	HOUR	\$25.000000	\$500.00
Comm Code	Manufacturer	Specification		Model #	
82101800					
Extended Des	Contract Administration/ Co	nsultation (4.1.	1)		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Account Services (4.1.2)	10.00000	HOUR	\$90.000000	\$900.00
Comm Code	Manufacturer	Specification		Model #	
82101800					
Line 3	Comm Ln Desc	Qty 50.00000	Unit Issue	Unit Price \$90.000000	Ln Total Or Contract Amount
<u> </u>	Television Production (4.1.3)	50.00000	HOUR	\$90.000000	\$4,500.00
O		Specification		Model #	
Comm Code	Manufacturer	<u> </u>			
82101800	Manufacturer	•			
		-			
82101800		3) Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
82101800 Extended Des	Television Production (4.1.3	3)	Unit Issue HOUR	Unit Price \$60.000000	Ln Total Or Contract Amount \$3,000.00
82101800  Extended Des	Television Production (4.1.3)	3) Qty			
Extended Des	Comm Ln Desc Radio Production (4.1.4)	Qty 50.00000		\$60.000000	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Outdoor Advertising (4.1.5)	50.00000	HOUR	\$50.000000	\$2,500.00
Comm Code	Manufacturer	Specification		Model #	
82101800					
Extended Des	Outdoor Advertising (4.	1.5)			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Media Buys (4.1.6)	50.00000	HOUR	\$50.000000	\$2,500.00
Comm Code 82101800	Manufacturer	Specification		Model #	
Extended Des	scription : Media Buys (4.1.6)				
Line	Comm Ln Desc Print Media (4.1.7)	<b>Qty</b> 50.00000	Unit Issue HOUR	Unit Price \$60.000000	Ln Total Or Contract Amount \$3,000.00
Comm Code	Manufacturer	Specification		Model #	
82101800	Manufacturer	Ореспісатоп		model #	
Extended Des	Scription : Print Media (4.1.7)				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Internet/Worldwide Web (4.1.8)	10.00000	HOUR	\$100.000000	\$1,000.00
Comm Code	Manufacturer	Specification		Model #	
82101800					
Extended Des	Internet/Worldwide Web	0 (4.1.8)			

9	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
	Survey, Analysis, Evaluation (4.1.9)	50.00000	HOUR	\$50.000000	\$2,500.00
Comm Code	Manufacturer	Specification		Model #	
82101800					
Extended Des	Survey, Analysis, Evaluation	on (4.1.9)			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Design and Copy (4.1.10)	50.00000	HOUR	\$70.000000	\$3,500.00
Comm Code	Manufacturer	Specification		Model #	
82101800  Extended Des	scription : Design and Copy (4.1.10)				
Line	Comm Ln Desc  Data Acceptance and Transfer	<b>Qty</b> 10.00000	Unit Issue HOUR	Unit Price \$25.000000	Ln Total Or Contract Amount \$250.00
11	(4.1.11)				
	(4.1.11)	Specification		Model #	
Comm Code 82101800	(4.1.11)  Manufacturer	Specification		Model #	
Comm Code	(4.1.11)  Manufacturer	-		Model #	
Comm Code 82101800	(4.1.11)  Manufacturer	-	Unit Issue	Model #	Ln Total Or Contract Amount
Comm Code 82101800 Extended Des	Manufacturer  Scription: Data Acceptance and Tran	sfer (4.1.11)	Unit Issue LS	Unit Price	Ln Total Or Contract Amount 000 \$2,887,500.00

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Subcontract Purchases Add-On	1.00000	LS	\$505,000.000000	\$505,000.00

Comm Code	Manufacturer	Specification	Model #	
82101800				
Extended Description :	Percentage Add- Subtotal, C as U	On for Subcontractor Purchases: nit Price)	%See Pricing Page (Enter Sub	ocontractor Purchases Add-On

WV-10 Approved / Revised 08/01/15

### 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 Vendor Preference, if applicable.

DIVISION	will make the determination of the vendor Preference, if applicable.
	Application is made for 2.5% 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; <b>or</b> ,  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; <b>or</b> ,
L E	Application is made for 2.5% 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,
a n	Application is made for 2.5% 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% 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. A	Application is made for 3.5% 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,
р	Application is made for 3.5% 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 esidents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. A d B	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.  Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
against su	derstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty uch Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency age from any unpaid balance on the contract or purchase order.
the require	ssion of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
aria accui	nalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true rate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

MUDDITUATE Signed:

#### STATE OF WEST VIRGINIA Purchasing Division

RFQ NO. HHR160000001

### **PURCHASING AFFIDAVIT**

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

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

#### **DEFINITIONS:**

My Commission Expires March 20, 2010

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE
Vendor's Name: Charles Ryan (Association
Authorized Signature:
State of West Vicginia
County of <u>tanawha</u> , to-wit:
Taken, subscribed, and sworn to before me this 19th day of October , 2015
My Commission expires March 20, 2018.
AFFIX'SEAL HERE OFFICIAL SEAL NOTARY PUBLIC NOTARY PUBLIC
NOTARY PUBLIC Angela R. Lanning Triana Management Services, LLC Triana Management Services, LLC
P.O. Box 6870 Charleston, WV 25362 My Commission Expires March 20, 2018

#### IRREVOCABLE LETTER OF CREDIT

Borrower: CRA COMMUNICATIONS, LLC

601 MORRIS STREET SUITE 301

CHARLESTON, WV 25301

Lender:

The Citizens Savings Bank

Citizens Bank Division, Martins Ferry Of

201 S. 4th St., PO Box 10 Martins Ferry, OH 43935

Beneficiary: WEST VIRGINIA DEPARTMENT OF HEALTH & HUMAN RESOURCES OFFICE OF COMMUNICATIONS

ONE DAVIS SQUARE, STE 100 EAST

CHARLESTON, WV 25301

NO.: 46763

**EXPIRATION DATE.** This letter of credit shall expire upon the close of business on 10-19-2016 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Hundred Seventy Thousand Eight Hundred Thirty-two & 50/100 Dollars (\$170,832.50) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER The Citizens Savings Bank IRREVOCABLE LETTER OF CREDIT NO. 46763 DATED 10-20-2015," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Ohio.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Loan No: 46763 IRREVOCABLE LETTER OF CREDIT (Continued)

Page 2

Dated: October 20, 2015

LENDER:

THE CITIZENS SAVINGS BANK

Authorized Signer

**ENDORSEMENT OF DRAFTS DRAWN:** 

Date Negotiated By Amount In Figures

Amount In Figures

LeserPro, Ver. 15.4.11.007 Cepr. D+H USA Cerporation 1997, 2015. All Rights Reserved. - QH T:\CFI\LPL\C43LOC.FC TR-8264 PR-2

#### CRFQ 0511 HHR1600000001 Exhibit A: Pricing Page

### A. ADVERTISING SERVICES/HOURLY RATES

Contract Administrative (C	Estimated* Annual Hours	All-Inclusive Hourly Rate	Extended Total
Contract Administration/Consultation	20	25	500
Account Services	10	90	
Television Production	50	90	900
Radio Production	50	60	4,500
Outdoor Advertising	50		3,000
Media Buys	50	50	2,500
Print Media	50	50	2,500
Internet/Worldwide Web		60	3,000
Survey, Analysis, Evaluation	10	100	1,000
Design and Copy	50	50	2,500
Data Acceptance and Transfer	50	70	3,500
bata receptance and transfer	10	25	250
		Hourly Bid SubTotal	24,150

#### B. MEDIA BUYING ADD-ON

All vendors responding to this CRFQ must provide a percentage of add-on, or "markup," for media buying activities. If the bidder intends to charge an add-on to their actual costs for media buying activities, they should follow the formula below for determining their bid amount. Bidders intending to not charge an add-on or markup should use an Add-On percentage of Zero (0) and Multiplier of 1.0. If the bidder fails to quote an add-on percentage, it shall be interpreted to mean that no add-on charge or markup will be applied to their media buying costs during the life of the Contract.

the time to the Contract.		7 7 10 111611		
Add-on for Media Buying is (stated as a percentage)	5	_%		
Multiplier is (convert percentage to decimal and add to 1; For example, 10% Add-on would be .10; making Multiplier 1.10)	1.05	X Estimated* Amount of \$2,750,000.00 =	2,887,500  MEDIA BUYING ADD-ON SUBTOTAL	_ (B)
C. SUBCONTRACTOR PURCHASES ADD-ON  All vendors responding to this CRFQ must provide a percentage of add-on, or "n charge an add-on to their actual costs for subcontractor purchases, they shoul Bidders intending to not charge an add-on or markup should use an Add-On pe If the bidder fails to quote an add-on percertage, it shall be interpreted to mea media buying costs during the life of the Contract.	a follow the formula below for a	determining their bid amount.	ends to	
Add-on for Subcontractor Purchases is (stated as a percentage)	1	_%		
Multiplier is (convert percentage to decimal and add to 1; For example, 10% Add-on would be .10; making	1.01	X Estimated* Amount of \$500,000.00 =	505,000	(C)
Multiplier 1.10)			SUBCONTRACTOR PURCHASES ADD-ON SUBTOTAL	
		GRAND TOTAL		
		BID = (A) + (B) +		

(C) =

3,416,650

#### CERTIFICATIONAND SIGNATURE PAGE

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

Charles Ryan associates
(Company)

Mull Susan Lavenski, Managing Partny
(Authorized Signature) (Representative Name, Title)

304-342-0161; 304-342-1941; Oct. 19, 2015
(Phone Number) (Fax Number) (Date)

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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.

	umbers Received: ox next to each addendum rec	eived)	
	Addendum No. 1		Addendum No. 6
	Addendum No. 2		Addendum No. 7
	Addendum No. 3		Addendum No. 8
	Addendum No. 4		Addendum No. 9
	Addendum No. 5		Addendum No. 10
I further unde discussion hel	rstand that any verbal repres d between Vendor's represe	entation ntatives	ddenda may be cause for rejection of this bid. made or assumed to be made during any oral and any state personnel is not binding. Only ne specifications by an official addendum is
Authorized Sig	gnature	-	
Date	19,2015		
NOTE: This document proc	addendum acknowledgemeessing.	ent shou	ald be submitted with the bid to expedite