



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

State of West Virginia
Request for Quotation
34 — Service - Prof

Proc Folder: 103204

Doc Description: Open End Contract for Advertising Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-09-18	2015-10-20 13:30:00	CRFQ 0511 HHR1600000001	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Asher Agency LLC
117 Summers Street
Charleston, WV 25301
(304) 342-1200

10/20/15 11:20:29
WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 35-1322698

DATE 10-15-15

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

ADDITIONAL INFORMATION:

The WV Purchasing Division, on behalf of the Agency, the WV Department of Health and Human Resources, is soliciting bids for an open-end contract to provide professional advertising services for five (5) bureaus within the Agency, including the Bureau for Child Support Enforcement, a Bureau for Children and Families, the Bureau for Behavioral Health and Health Facilities, the Bureau for Medical Services, and the Bureau for Public Health, plus for the Office of the Inspector General, Administrative Services, Management Information Services, and the Office of the Secretary, per the attached instructions, terms and conditions, and specifications.

MANDATORY PRE-BID MEETING: See Instructions to Vendors Submitting Bids for details.

INVOICE TO		BILL TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Administration/ Consultation (4.1.1)	20.00000	HOUR	\$125.00	\$2,500.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Contract Administration/ Consultation (4.1.1)

INVOICE TO		BILL TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Account Services (4.1.2)	10.00000	HOUR	\$125.00	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Account Services (4.1.2)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Television Production (4.1.3)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Television Production (4.1.3)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Radio Production (4.1.4)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Radio Production (4.1.4)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Outdoor Advertising (4.1.5)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Outdoor Advertising (4.1.5)

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Media Buys (4.1.6)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Media Buys (4.1.6)

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Print Media (4.1.7)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Print Media (4.1.7)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Internet/Worldwide Web (4.1.8)	10.00000	HOUR	\$125.00	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Internet/Worldwide Web (4.1.8)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Survey, Analysis, Evaluation (4.1.9)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Survey, Analysis, Evaluation (4.1.9)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Design and Copy (4.1.10)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Design and Copy (4.1.10)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Data Acceptance and Transfer (4.1.11)	10.00000	HOUR	\$125.00	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Data Acceptance and Transfer (4.1.11)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Media Buying Add-On	1.00000	LS	0%	\$0.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Percentage Add-On for Media Buying: 0 %See Pricing Page (Enter Media Buying Add-On Subtotal, B, as Unit Price)

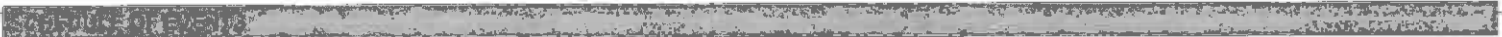
INVOICE TO		SHIP TO	
BUYER - 304-957-0209		BUYER - 304-957-0209	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
OFFICE OF COMMUNICATIONS		OFFICE OF COMMUNICATIONS	
ONE DAVIS SQUARE, STE 100 EAST		ONE DAVIS SQUARE, STE 100 EAST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Subcontract Purchases Add-On	1.00000	LS	0%	\$0.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Percentage Add-On for Subcontractor Purchases: 0 %See Pricing Page (Enter Subcontractor Purchases Add-On Subtotal, C as Unit Price)



<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre Bid Meeting (10:00am EST)	2015-10-01
2	Technical Questions due by 5:00pm EST	2015-10-02

HHR1600000001	Document Phase Final	Document Description Open End Contract for Advertis ing Services	Page 8 of 8
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Request for Quotation
34 - Service - Prof

Proc Folder: 103204

Doc Description: Open End Contract for Advertising Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-08	2015-10-20 13:30:00	CRFQ 0511 HHR1600000001	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Asher Agency LLC
117 Summers Street
Charleston, WV 25301
(304) 342-1200

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick

(304) 558-0067

robert.p.kilpatrick@wv.gov

Signature X

FEIN # 35-1322698

DATE 10-15-15

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

ADDITIONAL INFORMATION:

Addendum #1: To provide a copy of the Mandatory Pre-Bid Meeting Sign In Sheet, to answer Vendor-submitted Technical Questions, and to revise the Specifications (to remove Qualifications Item #3.6 - original 3.7 is renumbered to 3.6) and the Pricing Page (to correct a typographical error).

The WV Purchasing Division, on behalf of the Agency, the WV Department of Health and Human Resources, is soliciting bids for an open-end contract to provide professional advertising services for five (5) bureaus within the Agency, including the Bureau for Child Support Enforcement, the Bureau for Children and Families, the Bureau for Behavioral Health and Health Facilities, the Bureau for Medical Services, and the Bureau for Public Health, plus for the Office of the Inspector General, Administrative Services, Management Information Services, and the Office of the Secretary, per the attached instructions, terms and conditions, and specifications.

MANDATORY PRE-BID MEETING: See Instructions to Vendors Submitting Bids for details.

BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Administration/ Consultation (4.1.1)	20.00000	HOURL	\$125.00	\$2,500.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Contract Administration/ Consultation (4.1.1)

BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Account Services (4.1.2)	10.00000	HOURL	\$125.00	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Account Services (4.1.2)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Television Production (4.1.3)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Television Production (4.1.3)

BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Radio Production (4.1.4)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Radio Production (4.1.4)

BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Outdoor Advertising (4.1.5)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Outdoor Advertising (4.1.5)

BUYER - 304-957-0209	BUYER - 304-957-0209
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
OFFICE OF COMMUNICATIONS	OFFICE OF COMMUNICATIONS
ONE DAVIS SQUARE, STE 100 EAST	ONE DAVIS SQUARE, STE 100 EAST
CHARLESTON WV25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Media Buys (4.1.6)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Media Buys (4.1.6)

BUYER - 304-957-0209	BUYER - 304-957-0209
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
OFFICE OF COMMUNICATIONS	OFFICE OF COMMUNICATIONS
ONE DAVIS SQUARE, STE 100 EAST	ONE DAVIS SQUARE, STE 100 EAST
CHARLESTON WV25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Print Media (4.1.7)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Print Media (4.1.7)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Internet/Worldwide Web (4.1.8)	10.00000	HOUR	\$125.00	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Internet/Worldwide Web (4.1.8)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Survey, Analysis, Evaluation (4.1.9)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Survey, Analysis, Evaluation (4.1.9)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Design and Copy (4.1.10)	50.00000	HOUR	\$125.00	\$6,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Design and Copy (4.1.10)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Data Acceptance and Transfer (4.1.11)	10.00000	HOURL	\$125.00	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Data Acceptance and Transfer (4.1.11)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Media Buying Add-On	1.00000	LS	0%	\$0.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Percentage Add-On for Media Buying: 0 %See Pricing Page (Enter Media Buying Add-On Subtotal, B, as Unit Price)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Subcontract Purchases Add-On	1.00000	LS	0%	\$0.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Percentage Add-On for Subcontractor Purchases: 0 %See Pricing Page (Enter Subcontractor Purchases Add-On Subtotal, C as Unit Price)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre Bid Meeting (10:00am EST)	2015-10-01
2	Technical Questions due by 5:00pm EST	2015-10-02

HHR1600000001	Document Phase Final	Document Description Open End Contract for Advertising Services	Page 8 of 8
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☒ A MANDATORY PRE-BID meeting will be held at the following place and time:

Department of Health & Human Resources
321 Capitol Street
One Davis Square
Charleston, WV 25301

October 1, 2015 at 10:00am EST

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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, phone number, and Fax 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 bid.

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 Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Friday, October 2, 2015 by 5:00pm EST

Submit Questions to: Robert P Kilpatrick, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: robert.p.kilpatrick@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: DHHR Advertising Services
BUYER: Robert P Kilpatrick, File 22
SOLICITATION NO.: CRFQ 0511 HHR1600000001
BID OPENING DATE: Tuesday, October 20, 2015
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and choses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: October 20, 2015 at 1:30pm EST
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"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: This Contract becomes effective on Award and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Thirty-Six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- ☐ **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 _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- ☐ **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.
- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 are approximations only, based on estimates supplied by the Agency. 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.
- ☒ **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, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase 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 Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☒ **Commercial General Liability Insurance:** In the amount of _____
\$1,000,000.00 or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☒ Bodily Injury (including death) \$500,000.00 or more per person and

☐ \$1,000,000.00 or more per occurrence.

☒ Property Damage \$1,000,000.00 or more per occurrence.

☐

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐☐☐☐

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

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful 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. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \$500.00 per day
for every day beyond deadlines established in individual delivery orders for failure to provide deliverables
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director 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. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' 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 Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. 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.
- 24. 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 Agency or Purchasing Division 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.
- 25. 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 Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. 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.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. 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 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/default.html>.

- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State 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 State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency 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.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. 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 Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND 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.

ASHER AGENCY
(Company)

Steven K. Morrison STEVEN K. MORRISON, VP, GENERAL MANAGER
(Authorized Signature) (Representative Name, Title)

(304) 342-1200 (681) 265-2245 10/15/15
(Phone Number) (Fax Number) (Date)

CENTRALIZED REQUEST FOR QUOTATION
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ADVERTISING SERVICES

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources, hereinafter referred to as "DHHR," to establish an open-end contract for professional advertising services for DHHR's five bureaus and offices consisting of the Bureau for Child Support Enforcement, the Bureau for Children and Families, the Bureau for Behavioral Health and Health Facilities, the Bureau for Medical Services, the Bureau for Public Health, the Office of Inspector General, Administrative Services, Management Information Services and Office of the Secretary.

Delivery Orders issued from contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **"Contract Services"** means all services provided by the Vendor under this Contract which include, but are not limited to, providing advertising, public relations, website development and maintenance, retailer point-of-sale materials, research, novelty items, and any other advertising service.

2.2 **"Pricing Page"** means the pages, contained in wvOASIS and attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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ADVERTISING SERVICES**

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1. Vendor must have a minimum of five (5) years of previous experience providing advertising services to State agencies or private companies which include, at a minimum, advertising planning, media purchases, Internet marketing and design, project management, public relations and research. Vendor should provide documentation of a project or multiple projects which, when taken together, demonstrate the minimum of amount of experience. This documentation should indicate how each of the services listed was provided. The documentation should also explain how the project or projects were completed on-time, as scheduled. The documentation should include the name of the project, the name of the client, the period during which the project was completed, and contact information for the client reference.
- 3.2. Vendor must have at least one (1) staff member assigned to each of the following areas: graphic design, creative development, media planning and buying. A staff member may be dedicated to one or more areas listed above to fulfill this requirement, provided that the staff member dedicated has five (5) years of experience in the areas for which he or she is dedicated.
- 3.3. Vendor must submit a staffing plan comprised of management level and key personnel assigned for this account. Management level and key personnel shall each have five (5) years of marketing- related experience as defined in Section 3.1 and Section 3.2. In addition to work experience, the Vendor's management level and key personnel assigned for this account must each possess a bachelor's degree in advertising, communications, or a related field such as journalism or marketing/sales. If the Vendor substitutes staff for this account, the experience and qualification levels must be of similar quality. The DHHR reserves the right to approve and/or reject Vendor's key personnel recommended to work on the DHHR account and to request and approve Vendor key staff changes throughout the term of the contract. This requirement does not apply to clerical staff.
- 3.4. Vendor must have completed at least three (3) comprehensive marketing projects less than two (2) years from the date of the bid which included media-related advertising and the subsequent media buy, point-of-sale advertising and its positioning, publications, web pages, public relations endeavors, and other pertinent materials. Campaigns or projects that did not use aired or published, paid media shall not be considered as eligible for this qualification.

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ADVERTISING SERVICES**

3.5. Vendor must agree they have the ability to, and will, pledge and place commitments of advertising media on behalf of the DHHR, up to as much as \$1.5 million at any one time prior to the DHHR's reimbursement.

3.6. Vendor must agree to be dedicated to the DHHR's account, current business strategies and have infrastructure in place upon contract award to service the DHHR account.

All documentation to demonstrate the vendor's having met these qualifications requirements should be submitted with the bid response, but must be provide prior to award.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Contract Administration/Consultation

4.1.1.1 Contract Administration/Consultation will be used to establish each advertising, promotional, or marketing-related project's statement of purpose and scope of work, timeline and deliverables, including estimated hours and costs for all advertising and marketing service to be utilized in the proposed project (including Contract Administration/Consultation hours, see below). At its discretion, Agency shall provide the Vendor with an outline of the projects goals and objectives, and provide Vendor with a timeline for completing the initial Contract Administration/Consultation services. The result of these services shall be a report that must be approved by the DHHR's Communications Director or the Director's designee for all work prior to performance. Other than for Contract Administration/Consultation services, Vendor must have an approved delivery order before commencing work. Vendor should include hours for performing Contract Administration/Consultation in the estimated hours report used to create the subsequent delivery order. Should a delivery order not result from Contract Administration/Consultation services, vendor

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will not be allowed to charge for the Contract Administration/Consultation services.

4.1.1 All requests and jobs from any person or entity of the Department must be reviewed and approved by the Communications Director or the Director's designee for all work prior to performance. Vendor must have an approved delivery order before commencing work.

4.1.2 Account Services

4.1.2.1 Vendor shall provide account services, creative services, talent, production and technical expertise. The Vendor must assist in developing and implementing advertising and promotional campaigns, promotional activities and other marketing-related services. Such services include, but are not limited to, radio, television, Internet, social media, and print advertising (including both indoor and outdoor advertising), and printed materials on a twenty-four hours per day, seven days per week, three hundred and sixty-five days per year (24/7/365) basis, website design and maintenance, qualitative and quantitative research, development and procurement of promotional items, daily pickup and delivery of any hard copy correspondence between the DHHR and Vendor at DHHR headquarters, and oversight of specific or special ad hoc projects.

4.1.3 Television Production

4.1.3.1 Television production must include development of any product including but not limited to commercials, infomercials, interviews, documentaries, videos/DVDs or any taped or live recording that is designed to be broadcast or viewed upon or through any medium, including television and YouTube, and at events or meetings.

4.1.4 Radio Production

4.1.4.1 Radio production must include development of any product including but not limited to commercials, infomercials, interviews or any taped or live recording that is designed to be broadcast by

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radio or satellite, including through web portals and at events or meetings.

4.1.5 Outdoor Advertising

4.1.5.1 Outdoor advertising must include development of any product including but not limited to billboards and signs, and any related development such as design, printing, procurement or rental of billboard space, including electronic/digital billboards.

4.1.6 Media Buys

4.1.6.1 Media buys must include any purchase of radio or television time, or purchase of printed space for advertising or other information or promotion, as well as any related media such as website advertising, electronic mail messages, social media posting or other message-based delivery.

4.1.6.2 Where media buys are utilized, an outcome survey at the end of the advertisement's conclusion must be conducted in order to determine the advertisement's impact in the community to the target audience. The survey will vary dependent on the type of medium used, but should determine whether the anticipated results were achieved and the target population was reached.

4.1.7 Print Media

4.1.7.1 Print media must include development of any product including but not limited to documents, reports, signs, logos, manuals, guides, notebooks, advertisements, handouts and any related development such as design, printing, or procurement of print media, including items that can be distributed at events, meetings or other functions.

4.1.8 Internet/Worldwide Web

4.1.8.1 Internet/Worldwide web must include development of any product including but not limited to websites, webpages, internet portals, and any related development such as design and procurement of such.

4.1.9 Survey, Analysis, Evaluation

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4.1.9.1 Survey, analysis and evaluation must include development of any product including but not limited to print, electronic, telephone, smart phone, or other survey medium, any analysis related to the design of or collection of responses from such surveys, and any evaluation or results determined from the survey(s), as well as any related development such as design, printing, procurement of survey materials or tools to conduct, analyze or evaluate the survey.

4.1.10 Design and Copy

4.1.10.1 All layouts, sketches, art work, computer images and copy including, but not limited to, advertising copy, film master tapes, typesetting, photocopies, storyboards and computer data storage disks/cards used in advertisements or other materials developed and placed by the successful Vendor for the DHHR shall become the exclusive property of the DHHR.

4.1.10.2 The DHHR shall have the full and free right to possess and use any and all said property in any way deemed by the DHHR to be necessary or advisable, either directly, or through the Vendor or otherwise and without payment of any compensation to the Vendor for the same.

4.1.11 Data Acceptance and Transfer

4.1.11.1 Vendor must have the ability to accept data electronically, and from disk, USB drive, CD, CDR, CDRW, DVD, DVDR, DVDRW or tape. E-mail capabilities with file transfer (both Macintosh and PC) must be provided by the Vendor.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest Grand Total Bid as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Exhibit A Pricing Page by:

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- 5.2.1. Providing their all-inclusive Hourly Rate for each of the Advertising Services listed in Section A. Then, they should multiply the Estimated Annual Hours quantity times their provided Hourly Rate for each Service to calculate the Extended Total for each service line. Bidders should then add all of the Extended Totals to calculate the Hourly Rate SubTotal (A). If responding in WVOasis, bidders can just enter the Hourly Rate as the Unit Price (and the calculation of Rate-times-Quantity will occur automatically). Hourly rates shall be firm for the life of the Contract.
- 5.2.2. Providing their intended add-on or markup percentage which would be applied to the actual costs of Media Buying activity. Then, bidders should convert the add-on/markup into a decimalized multiplier (eg, 10% would be 1.10) and multiply that multiplier times the Agency's annual estimated amount for media buying expenses (\$2,750,000.00) to calculate the bidder's Media Buying Add-on SubTotal (B). If responding in the WVOasis, bidders should just enter the calculated Media Buying Add-on SubTotal (B) as the Unit Price for Commodity Line 12.
- 5.2.3. Providing their intended add-on or markup percentage which would be applied to the actual costs of Subcontractor Purchases. Then, bidders should convert the add-on/markup into a decimalized multiplier (eg, 10% would be 1.10) and multiply that multiplier times the Agency's annual estimated amount for media buying expenses (\$500,000.00) to calculate the bidder's Subcontractor Purchases Add-on SubTotal(C). If responding in the WVOasis, bidders should just enter the calculated Subcontractor Purchases Add-on SubTotal(C) as the Unit Price for Commodity Line 13.
- 5.3 Vendors responding electronically in WVOasis should either attach the completed Exhibit A Pricing Page as a Standard-type attachment, or should use the Commodity Line comments to clearly indicate their Add-on/Markup percentage. Failure to clearly indicate the Add-on/Markup may be grounds for disqualification of the Vendor's bid. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.
- Vendor should electronically enter bid information into the Pricing Pages through wvOASIS, if available Vendors responding by hand delivery, mail, or facsimile should download the Pricing Pages from WVOasis, or use the hard copy of the assembled CRFQ form included in a mailed or faxed copy of the solicitation, and either type or legibly write their bid information thereon.

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- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the delivery orders that may be issued against this Contract.
- 6.1.** Vendor must have an approved delivery for all work prior to performance and submission of an invoice for payment by the Vendor. Billing for work of any nature without an approved delivery order will not be paid by the DHHR.
- 6.2.** Any work done by the Vendor that does not comport with what was approved by the Department will not be paid for by the Department. All such work will be redone at the cost of the Vendor.
- 7. PAYMENT:** Agency shall pay the hourly rates or add-on/markup percentages as shown on the Pricing Pages for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. No prepayment for any portion of the cost shall be allowed. For add-on costs, vendor may be required to provide copies of subcontractors or media suppliers invoices to verify actual costs (to which markups would apply).
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Steve Morrison
Telephone Number: (304) 342-1200
Fax Number: (681) 265-2245
Email Address: stevem@asheragency.com

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Exhibit A: Pricing Page

A. ADVERTISING SERVICES/HOURLY RATES

	Estimated* Annual Hours	All-Inclusive Hourly Rate	Extended Total
Contract Administration/Consultation	20	\$125.00	\$2,500.00
Account Services	10	\$125.00	\$1,250.00
Television Production	50	\$125.00	\$6,250.00
Radio Production	50	\$125.00	\$6,250.00
Outdoor Advertising	50	\$125.00	\$6,250.00
Media Buys	50	\$125.00	\$6,250.00
Print Media	50	\$125.00	\$6,250.00
Internet/Worldwide Web	10	\$125.00	\$1,250.00
Survey, Analysis, Evaluation	50	\$125.00	\$6,250.00
Design and Copy	50	\$125.00	\$6,250.00
Data Acceptance and Transfer	10	\$125.00	\$1,250.00
Hourly Bid SubTotal			\$50,000.00 (A)

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.

Add-on for Media Buying is (stated as a percentage)

0 %

Multiplier is (convert percentage to decimal and add to 1;
For example, 10% Add-on would be .10; making

0

X Estimated* Amount of
\$2,750,000.00 =

\$0.00

(B)

MEDIA BUYING ADD-ON
SUBTOTAL

Multiplier 1.10)

C. SUBCONTRACTOR PURCHASES ADD-ON

All vendors responding to this CRFQ must provide a percentage of add-on, or "markup," for purchases from subcontractors. If the bidder intends to charge an add-on to their actual costs for subcontractor purchases, 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.

Add-on for Subcontractor Purchases is (stated as a percentage)

0 %

Multiplier is (convert percentage to decimal and add to 1;
For example, 10% Add-on would be .10; making

0

X Estimated* Amount of
\$500,000.00 =

\$0.00

(C)

SUBCONTRACTOR PURCHASES
ADD-ON SUBTOTAL

Multiplier 1.10)

GRAND TOTAL

BID = (A) + (B) +

(C) =

\$50,000.00

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.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" 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.

ASHER AGENCY
Company

Spencer Mamin
Authorized Signature

10/15/15
Date

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

SOLICITATION NUMBER: CRFQ 0511 HHR1600000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum #1 Issued to provide copy of Mandatory Pre-Bid Meeting Sign-In Sheet, provide answers to Vendor-Submitted Technical Questions, and to revise the Specifications (removing Qualifications Item 3.6) and the Pricing Page (to correct a typographical error).

Bid Opening Date and Time remains October 20, 2015 at 1:30pm EST.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Quotation
Request for Proposal No.

SIGN IN SHEET

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Open End Contract for Advertising Services

PLEASE PRINT

Date: 10/01/2015

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Charles Ryan Associates</u> Rep: <u>Alisa Maddox</u> Email Address: <u>amaddox@charlesryan.com</u>	<u>601 Morris Street, Suite 311</u> <u>Charleston, WV 25301</u>	PHONE <u>304 342 0161</u> TOLL FREE FAX <u>304 242-1941</u>
Company: <u>Fahlgren Martine</u> Rep: <u>Allie Bodnar</u> Email Address: <u>allie.bodnar@fahlgren.com</u>	<u>157 Summers St.</u> <u>Suite 305</u> <u>Charleston, WV 25301</u>	PHONE <u>681-945-6113</u> TOLL FREE FAX <u>304-382-0002</u>
Company: <u>The Manahan Group</u> Rep: <u>Tammy Harper</u> Email Address: <u>tharper@manahan.com</u>	<u>222 Capitol St.</u> <u>Ste 400</u> <u>Charleston, WV 25301</u>	PHONE <u>304 343 2800</u> TOLL FREE FAX <u>304 343 2788</u>
Company: <u>Asher Agency</u> Rep: <u>Shannon Simon</u> Email Address: <u>shannons@asheragency.com</u>	<u>Asher Agency</u> <u>117 Summers Street</u> <u>Charleston, WV 25301</u>	PHONE <u>(304) 341-1664</u> TOLL FREE <u>n/a</u> FAX <u>(681) 265-2245</u>
Company: <u>AVGE + GRAY + DRAKE COLLECTIVE WORKS</u> Rep: <u>ALEXANDRA FULCHER</u> Email Address: <u>alexandra@augegray.com</u> <u>scot@augegraydrake.com</u>	<u>210 Brooks Street, Suite 301</u> <u>Charleston, WV 25301</u>	PHONE <u>304-926-8010</u> TOLL FREE <u>N/A</u> FAX <u>N/A</u>

Quotation
Request for Proposal No.

SIGN IN SHEET

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HHR1600000001

Open End Contract for Advertising Services

PLEASE PRINT

Date: 10/01/2015

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Bulldog Creative Services</u>	<u>1400 Commerce Ave.</u>	PHONE <u>304-525-9600</u>
Rep: <u>Brittany Brownfield</u>	<u>Huntington, WV 25701</u>	TOLL FREE
Email Address: <u>bbrownfield@bulldogcreative.com</u>		FAX <u>304-525-4043</u>
Company: <u>Stonewall Retail Marketing, Inc</u>	<u>154 1/2 Front St</u>	PHONE <u>740.373.2334</u>
Rep: <u>Leslie Crooks</u>	<u>Marietta, OH 45750</u>	TOLL FREE
Email Address: <u>LCROOKS@STONEWALLGROUP.COM</u>		FAX <u>740.373.3105</u>
Company: <u>DHHR</u>	<u>1 Davis Square</u>	PHONE <u>304 558 7899</u>
Rep: <u>Allison Adler</u>	<u>Charleston WV 25301</u>	TOLL FREE
Email Address: <u>allison.c.adler@wv.gov</u>		FAX
Company: <u>DHHR</u>	<u>1 Davis Square</u>	PHONE <u>304 558 7899</u>
Rep: <u>Emily Hopta</u>	<u>Charleston, WV 25301</u>	TOLL FREE
Email Address: <u>emily.s.hopta@wv.gov</u>		FAX
Company: <u>DHHR</u>	<u>1 Davis Square</u>	PHONE <u>304-957-0218</u>
Rep: <u>Robert Price</u>	<u>Suite 100 West</u>	TOLL FREE
Email Address: <u>robert.l.price@wv.gov</u>	<u>Charleston WV 25301</u>	FAX

allie bodnar
Account Executive

direct: 681.945.6113
allie.bodnar@fahlgren.com
thrift store shopper...farmers daughter

Kyra Harris
Senior Account Executive

kharris@charlesryan.com
office: 304-556-9124
cell: 304-382-3332
charlesryan.com

Brand Communications Strategy

SHANNON SIMON strategic communications director

sher

shannon@sheragency.com
112 Summers Street Charleston West Virginia 25301
L304.342.1200 c. 304.350.3117 sherryagency.com

MARKETING PUBLIC RELATIONS

Direct Dial/Office - (304) 341-1664

AUGE+GRAY+DRAKE
COLLECTIVE WORKS



ALEXANDRA FULCHER Design
c. 304.932.8553
alexandra@augegraydrake.com

augegraydrake.com



CRFQ 0511 HHR1600000001
Technical Questions & Answers

1. On the bid sheet it says Outdoor Advertising 50 hours. Are those 50 hours just for planning?

Per the pricing sheet, there are 20 hours for contract administration/consulting and 50 hours for outdoor advertising. The specifications of each category are listed in 4.1.1.1 and 4.1.5.1, respectively.

2. Do you have a line item for Outdoor production or is that covered under Design and Copy.

Outdoor production costs fall under Outdoor Advertising, 4.1.5.1.

3. Please explain the difference between Media Buys and Print Media. Is Print Media for production like you have for Television and Radio in the upper part of the list?

Media Buys refers to purchases "for advertising or other information or promotion, as well as any related media such as website advertising, electronic mail messages, social media posting or other message-based delivery." Print Media refers to printed products, specifically "including but not limited to documents, reports, signs, logos, manuals, guides, notebooks, advertisements, handouts and any related development such as design, printing, or procurement of print media, including items that can be distributed at events, meetings, or other functions."

4. Is the \$2,750,000 for media close to what you would consider to be an actual number to invest in media over the course of one year?

Per 5.2.2, the estimated annual amount for media buying expenses is \$2,750,000.

5. Is the \$500,000 for sub-contracted services close to what you would consider to be an actual number to invest in sub-contracted services over the course of one year?

Per 5.2.3, the estimated annual amount for sub-contracted media buying expenses is \$500,000.

6. You have marked that a bid bond is required. If we submit a certified check to cover the 5% are we to scan and attach to our Oasis Electronic Bid or Federal Express it to you so you have the actual check?

All Vendors must submit an electronic copy of their Bid Bond, regardless of form, with their bid if responding electronically in vvOasis. Vendors submitting their Bid Bond electronically should immediately follow up by delivering the original Bid Bond to the same bid delivery address indicated in the Centralized Request for Quotation, Instructions to Vendors Submitting Bids, #6, BID SUBMISSION.

7. Will the awarded company be required to provide a Performance Bond at any time during the life of the contract?

No.

8. How did you determine the number of hours you have for each line item of function? Some seem very low.

Number of hours is based upon expected use of services.

9. Who currently handles your advertising business? Why is this RFQ taking place?

Fahlgren-Mortine. Contract is set to expire on November 30, 2015.

10. When will the business go into effect with the newly awarded contract?

Upon issuance of a signed and encumbered master agreement.

11. Can you be more specific on what you are looking for with the Internet/World Wide Web?

We cannot be more specific than the RFQ language as stated in 4.1.8.1.

12. On the cost sheet it gives the bidder the option to add on a percentage for media buying and subcontractor services. It then explains how to multiple the percentage against the anticipated budget of \$2,750,000 for media and \$500,000 for Subcontractor purchases. If a vendor is adding on 10% for media buying (as you use in your example) then the subtotal would be \$3,025,000. Is this correct? OR, is the subtotal line to show only the amount of what the 10% is equal to, which in this case would be \$275,000? IT IS VERY IMPORTANT THAT WE HAVE A CLEAR UNDERSTANDING OF THIS ANSWER.

The arithmetic used in the example within this question is correct. As indicated in CRFQ Specifications Section 5.2.3, The MEDIA BUYING ADD-ON SUBTOTAL (B) and SUBCONTRACTOR PURCHASES ADD-ON SUBTOTAL (C) lines on the Pricing Page should be the total calculated amount of both the base dollar value estimated for each item PLUS the markup being bid. Note: there was a slight typographical error in the originally mailed and electronically attached Exhibit A: Pricing Page (Under C, where the percentage or markup should be listed, this was inadvertently referred to as for "Media Buyer" when it is actually for "Subcontractor Purchases"). This has been corrected by the attachment of a revised Pricing Page (both mailed and electronically) to this Addendum and to the online solicitation.

13. It was mentioned that responses to questions will likely be available on October 9th. IF any of the agencies do not feel answers are clear, can we ask for clarification?

(It is assumed that the use of word "agencies" in this question refers to vendors, not the "Agency" as named in the CRFQ). Technical questions submitted after the deadline indicated in the CRFQ are not required to be answered by the Agency. Bidders may ask for clarification, but the State is under no requirement to answer such inquiries.

14. Is documentation to prove qualifications in Section 3.1 – 3.7 required with the bid response?

Documentation for Qualifications 3.1-3.7 is not required to be submitted with the bid but must be provided prior to the award. Note: Qualification #3.6 has been removed from the Specification for the CRFQ.

15. Is documentation for the Mandatory Requirements in Section 4 required with the bid response? If so, are you looking for affirmative statements committing us to completing this work on your behalf, or are you looking for information about how we would approach these services on your behalf?

Documentation is not required for the Mandatory Requirements. The requirements are defined to assist interested vendors in completing Exhibit A, Advertising Services and Hourly Rates.

16. Section 8 Required Documents, Under Terms and Conditions: Bid Bond: All Vendors shall furnish a bid bond in the amount of 5% of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

A responder to the RFQ could bid \$0.00 per hour on all labor categories and a 0.00% mark up on both Media and Contracted Services. Under this scenario, the bid would be \$3,250,000.00, and 5% of this would equal \$162,500.00.

The first question is are you requiring the bid bond to include the amount of media and contracted services in addition to labor and mark-up, or will the bid bond be only on the amount of labor and mark-up bid?

In the past, DHHR accepted a cashier's check in lieu of the bid bond in the amount of \$100,000.00. Is this possible? Is there another option?

Previously, we were notified by four (4) insurance underwriters that they would not write a bid bond unless a performance bond was required as part of the contract. Can you please either waive the bid bond requirement or add a performance bond requirement to the RFQ? If not, can you please identify any WV insurance underwriter that will issue a bid bond without a performance bond requirement?

The Bid Bond must be in the amount of five percent of the Grand Total Bid. Per #8 of the General Conditions, "Any certified check, cashier's check or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedules as the bond it replaces." This is the only option for determining the amount of the Bid Bond, and thus a Cashier's check equivalent. The bonding requirements for this solicitation will not be changed.

17. The Cost Sheet

There is a large variance in the number of hours and the mark-up amount. A 1% mark-up is equal to a \$65.00 per hour across the board labor rate. The vast difference in hours vs mark-up will dramatically increase the hourly rates bid while lowering the mark-up bid. Increasing the hours to 5,000 would close the variance between hours and mark-up, as would lowering the \$2,750,000.00 to \$750,000.00. The current billings indicate that \$750,000 is a closer number to the actual expenditure. The 500 hours is a vast understatement in hours worked for 24 hr/a day 365 day service. Will you increase the hours and lower the outside expense to be in line with the actual work being performed?

The hours on Exhibit A are an estimate and may be adjusted to reflect the actual work performed under the terms of the RFQ.

18. The Cost Sheet

On Section B Media Buying Add-On – If we were to bid 15% mark-up, would our answer to the first blank be 15.00%, the second blank 1.1500 and the third blank \$3,162,500.00? If not, what numbers would we enter into Oasis?

The arithmetic included in the question appears accurate, and those hypothetical examples would be the correct line entries. The wvOasis commodity line entry for this item should be the Media Buying Add-On Subtotal.

19. From Qualifications Section 3.2 Vendor must have at least one (1) staff member assigned to each of the following areas: graphic design, creative development, media planning and buying. Is this three (3) people or four (4)? Is Question 3.2 a yes/no question?

We are not requiring a specified number of people.

There is not a question 3.2 in the RFQ so this is not answerable.

20. From Qualifications Section 3.3 How many people should be listed on the staffing plan? The proposal indicates one (1) Account Manager, one (1) Graphic Designer, one (1) creative development, (1) Media Planning and Buying, is this what you are looking for?

The staffing plan must list management level and key personnel to be assigned for this account. This is not a Request for Proposal. We are not requiring a specified number of people.

21. From Qualifications Section 3.3 Can work experience be substituted for a bachelor's degree?

No.

22. From Qualifications Section 3.4, 3.5, 3.6, 3.7 Are these yes or no questions?

These are qualifications that must be documented prior to the award of the contract. Note: Qualification #3.6 has been removed from the Specification for the CRFQ.

23. 4.1.6 Media Buys Is subscribing to media buying software such as SmartPlus a requirement of the RFQ? Will the person purchasing the media be required to subscribe to a ratings verification service such as Nielson? Will DHHR reimburse for Smart Plus usage or Nielson ratings?

Vendors are to use their expertise in making this determination to meet the requirements of the RFQ. If a vendor uses software and/or rating verification services, any costs incurred must built into the vendors hourly rates as those costs will not be reimbursed separately.

24. Please restate that the RFQ does not require any documentation for qualifications. The only items being submitted are the Cost Sheet.

The Final sentence of Section 3 of the Specifications reads (after modification): "All documentation to demonstrate the vendor's having met these qualifications requirements should be submitted with the bid response, but must be provided prior to award."

25. Will the winning vendor be required to purchase media from an in-state location and pay in-state media rates as a part of the contract.

Media buys include radio, tv time and advertising space. I suppose if the media holding company is a multi-state conglomerate that is not based in WV, you buy it from wherever they are based – however, it would run in WV markets and you would be tied to the rates of the company.

26. How many in-state employees will the successful vendor be required to have in Charleston on a daily basis?

The vendor has to be available for daily pickup and delivery per 4.1.2.1. If the vendor can accomplish this by not being in Charleston, that's fine.

27. Will a copy of the Mandatory Pre-Bid Meeting Sign-In/Attendance Sheet be provided with the answers to written questions and/or as an Addendum?

Yes.

28. In the "SPECIFICATIONS" document, section 3.6 states: *"The Vendor may use subcontractors for research services, website development, website maintenance, graphic design, database management, upkeep and configuration, with DHHR's prior approval."*

o Are subcontractors only allowed for the specific services listed here or will other subcontractors be allowed for other services with DHHR's prior approval?

Other subcontractors may be used with prior approval from DHHR's Office of Communications.

29. In the "Specifications" document, on the "Exhibit A: Pricing Page," under "B. Media Buying Add-On," how accurate is the \$2,750,000.00 media budget?

The media budget is our best estimate based on previous use.

30. In the "Specifications" document, on the "Exhibit A: Pricing Page," under "A. Advertising Services/Hourly Rates," how accurate is the number of hours?

The hours are our best estimate based on previous use.

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources, hereinafter referred to as "DHHR," to establish an open-end contract for professional advertising services for DHHR's five bureaus and offices consisting of the Bureau for Child Support Enforcement, the Bureau for Children and Families, the Bureau for Behavioral Health and Health Facilities, the Bureau for Medical Services, the Bureau for Public Health, the Office of Inspector General, Administrative Services, Management Information Services and Office of the Secretary.

Delivery Orders issued from contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **"Contract Services"** means all services provided by the Vendor under this Contract which include, but are not limited to, providing advertising, public relations, website development and maintenance, retailer point-of-sale materials, research, novelty items, and any other advertising service.

2.2 **"Pricing Page"** means the pages, contained in wvOASIS and attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1. Vendor must have a minimum of five (5) years of previous experience providing advertising services to State agencies or private companies which include, at a minimum, advertising planning, media purchases, Internet marketing and design, project management, public relations and research. Vendor should provide documentation of a project or multiple projects which, when taken together, demonstrate the minimum of amount of experience. This documentation should indicate how each of the services listed was provided. The documentation should also explain how the project or projects were completed on-time, as scheduled. The documentation should include the name of the project, the name of the client, the period during which the project was completed, and contact information for the client reference.
- 3.2. Vendor must have at least one (1) staff member assigned to each of the following areas: graphic design, creative development, media planning and buying. A staff member may be dedicated to one or more areas listed above to fulfill this requirement, provided that the staff member dedicated has five (5) years of experience in the areas for which he or she is dedicated.
- 3.3. Vendor must submit a staffing plan comprised of management level and key personnel assigned for this account. Management level and key personnel shall each have five (5) years of marketing- related experience as defined in Section 3.1 and Section 3.2. In addition to work experience, the Vendor's management level and key personnel assigned for this account must each possess a bachelor's degree in advertising, communications, or a related field such as journalism or marketing/sales. If the Vendor substitutes staff for this account, the experience and qualification levels must be of similar quality. The DHHR reserves the right to approve and/or reject Vendor's key personnel recommended to work on the DHHR account and to request and approve Vendor key staff changes throughout the term of the contract. This requirement does not apply to clerical staff.
- 3.4. Vendor must have completed at least three (3) comprehensive marketing projects less than two (2) years from the date of the bid which included media-related advertising and the subsequent media buy, point-of-sale advertising and its positioning, publications, web pages, public relations endeavors, and other pertinent materials. Campaigns or projects that did not use aired or published, paid media shall not be considered as eligible for this qualification.

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3.5. Vendor must agree they have the ability to, and will, pledge and place commitments of advertising media on behalf of the DHHR, up to as much as \$1.5 million at any one time prior to the DHHR's reimbursement.

3.6. Vendor must agree to be dedicated to the DHHR's account, current business strategies and have infrastructure in place upon contract award to service the DHHR account.

All documentation to demonstrate the vendor's having met these qualifications requirements should be submitted with the bid response, but must be provide prior to award.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Contract Administration/Consultation

4.1.1.1 Contract Administration/Consultation will be used to establish each advertising, promotional, or marketing-related project's statement of purpose and scope of work, timeline and deliverables, including estimated hours and costs for all advertising and marketing service to be utilized in the proposed project (including Contract Administration/Consultation hours, see below). At its discretion, Agency shall provide the Vendor with an outline of the projects goals and objectives, and provide Vendor with a timeline for completing the initial Contract Administration/Consultation services. The result of these services shall be a report that must be approved by the DHHR's Communications Director or the Director's designee for all work prior to performance. Other than for Contract Administration/Consultation services, Vendor must have an approved delivery order before commencing work. Vendor should include hours for performing Contract Administration/Consultation in the estimated hours report used to create the subsequent delivery order. Should a delivery order not result from Contract Administration/Consultation services, vendor

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will not be allowed to charge for the Contract Administration/Consultation services.

4.1.1 All requests and jobs from any person or entity of the Department must be reviewed and approved by the Communications Director or the Director's designee for all work prior to performance. Vendor must have an approved delivery order before commencing work.

4.1.2 Account Services

4.1.2.1 Vendor shall provide account services, creative services, talent, production and technical expertise. The Vendor must assist in developing and implementing advertising and promotional campaigns, promotional activities and other marketing-related services. Such services include, but are not limited to, radio, television, Internet, social media, and print advertising (including both indoor and outdoor advertising), and printed materials on a twenty-four hours per day, seven days per week, three hundred and sixty-five days per year (24/7/365) basis, website design and maintenance, qualitative and quantitative research, development and procurement of promotional items, daily pickup and delivery of any hard copy correspondence between the DHHR and Vendor at DHHR headquarters, and oversight of specific or special ad hoc projects.

4.1.3 Television Production

4.1.3.1 Television production must include development of any product including but not limited to commercials, infomercials, interviews, documentaries, videos/DVDs or any taped or live recording that is designed to be broadcast or viewed upon or through any medium, including television and YouTube, and at events or meetings.

4.1.4 Radio Production

4.1.4.1 Radio production must include development of any product including but not limited to commercials, infomercials, interviews or any taped or live recording that is designed to be broadcast by

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radio or satellite, including through web portals and at events or meetings.

4.1.5 Outdoor Advertising

4.1.5.1 Outdoor advertising must include development of any product including but not limited to billboards and signs, and any related development such as design, printing, procurement or rental of billboard space, including electronic/digital billboards.

4.1.6 Media Buys

4.1.6.1 Media buys must include any purchase of radio or television time, or purchase of printed space for advertising or other information or promotion, as well as any related media such as website advertising, electronic mail messages, social media posting or other message-based delivery.

4.1.6.2 Where media buys are utilized, an outcome survey at the end of the advertisement's conclusion must be conducted in order to determine the advertisement's impact in the community to the target audience. The survey will vary dependent on the type of medium used, but should determine whether the anticipated results were achieved and the target population was reached.

4.1.7 Print Media

4.1.7.1 Print media must include development of any product including but not limited to documents, reports, signs, logos, manuals, guides, notebooks, advertisements, handouts and any related development such as design, printing, or procurement of print media, including items that can be distributed at events, meetings or other functions.

4.1.8 Internet/Worldwide Web

4.1.8.1 Internet/Worldwide web must include development of any product including but not limited to websites, webpages, internet portals, and any related development such as design and procurement of such.

4.1.9 Survey, Analysis, Evaluation

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4.1.9.1 Survey, analysis and evaluation must include development of any product including but not limited to print, electronic, telephone, smart phone, or other survey medium, any analysis related to the design of or collection of responses from such surveys, and any evaluation or results determined from the survey(s), as well as any related development such as design, printing, procurement of survey materials or tools to conduct, analyze or evaluate the survey.

4.1.10 Design and Copy

4.1.10.1 All layouts, sketches, art work, computer images and copy including, but not limited to, advertising copy, film master tapes, typesetting, photocopies, storyboards and computer data storage disks/cards used in advertisements or other materials developed and placed by the successful Vendor for the DHHR shall become the exclusive property of the DHHR.

4.1.10.2 The DHHR shall have the full and free right to possess and use any and all said property in any way deemed by the DHHR to be necessary or advisable, either directly, or through the Vendor or otherwise and without payment of any compensation to the Vendor for the same.

4.1.11 Data Acceptance and Transfer

4.1.11.1 Vendor must have the ability to accept data electronically, and from disk, USB drive, CD, CDR, CDRW, DVD, DVDR, DVDRW or tape. E-mail capabilities with file transfer (both Macintosh and PC) must be provided by the Vendor.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest Grand Total Bid as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Exhibit A Pricing Page by:

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- 5.2.1. Providing their all-inclusive Hourly Rate for each of the Advertising Services listed in Section A. Then, they should multiply the Estimated Annual Hours quantity times their provided Hourly Rate for each Service to calculate the Extended Total for each service line. Bidders should then add all of the Extended Totals to calculate the Hourly Rate SubTotal (A). If responding in WVOasis, bidders can just enter the Hourly Rate as the Unit Price (and the calculation of Rate-times-Quantity will occur automatically). Hourly rates shall be firm for the life of the Contract.
- 5.2.2. Providing their intended add-on or markup percentage which would be applied to the actual costs of Media Buying activity. Then, bidders should convert the add-on/markup into a decimalized multiplier (eg, 10% would be 1.10) and multiply that multiplier times the Agency's annual estimated amount for media buying expenses (\$2,750,000.00) to calculate the bidder's Media Buying Add-on SubTotal (B). If responding in the WVOasis, bidders should just enter the calculated Media Buying Add-on SubTotal (B) as the Unit Price for Commodity Line 12.
- 5.2.3. Providing their intended add-on or markup percentage which would be applied to the actual costs of Subcontractor Purchases. Then, bidders should convert the add-on/markup into a decimalized multiplier (eg, 10% would be 1.10) and multiply that multiplier times the Agency's annual estimated amount for media buying expenses (\$500,000.00) to calculate the bidder's Subcontractor Purchases Add-on SubTotal(C). If responding in the WVOasis, bidders should just enter the calculated Subcontractor Purchases Add-on SubTotal(C) as the Unit Price for Commodity Line 13.
- 5.3 Vendors responding electronically in WVOasis should either attach the completed Exhibit A Pricing Page as a Standard-type attachment, or should use the Commodity Line comments to clearly indicate their Add-on/Markup percentage. Failure to clearly indicate the Add-on/Markup may be grounds for disqualification of the Vendor's bid. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.
- Vendor should electronically enter bid information into the Pricing Pages through wvOASIS, if available Vendors responding by hand delivery, mail, or facsimile should download the Pricing Pages from WVOasis, or use the hard copy of the assembled CRFQ form included in a mailed or faxed copy of the solicitation, and either type or legibly write their bid information thereon.

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- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the delivery orders that may be issued against this Contract.
- 6.1.** Vendor must have an approved delivery for all work prior to performance and submission of an invoice for payment by the Vendor. Billing for work of any nature without an approved delivery order will not be paid by the DHHR.
- 6.2.** Any work done by the Vendor that does not comport with what was approved by the Department will not be paid for by the Department. All such work will be redone at the cost of the Vendor.
- 7. PAYMENT:** Agency shall pay the hourly rates or add-on/markup percentages as shown on the Pricing Pages for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. No prepayment for any portion of the cost shall be allowed. For add-on costs, vendor may be required to provide copies of subcontractors or media suppliers invoices to verify actual costs (to which markups would apply).
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

- 10.2.1. Immediate cancellation of the Contract.
- 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

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Exhibit A: Pricing Page

A. ADVERTISING SERVICES/HOURLY RATES

	Estimated* Annual Hours	All-Inclusive Hourly Rate	Extended Total
Contract Administration/Consultation	20		
Account Services	10		
Television Production	50		
Radio Production	50		
Outdoor Advertising	50		
Media Buys	50		
Print Media	50		
Internet/Worldwide Web	10		
Survey, Analysis, Evaluation	50		
Design and Copy	50		
Data Acceptance and Transfer	10		
		Hourly Bid SubTotal	(A)

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.

Add-on for Media Buying is (stated as a percentage) _____ %

Multiplier is (convert percentage to decimal and add to 1;
 For example, 10% Add-on would be .10; making

Multiplier 1.10)

X Estimated* Amount of
 \$2,750,000.00 =

(B)

MEDIA BUYING ADD-ON
 SUBTOTAL

C. SUBCONTRACTOR PURCHASES ADD-ON

All vendors responding to this CRFQ must provide a percentage of add-on, or "markup," for purchases from subcontractors. If the bidder intends to charge an add-on to their actual costs for subcontractor purchases, 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.

Add-on for Subcontractor Purchases is (stated as a percentage) _____ %

Multiplier is (convert percentage to decimal and add to 1;
 For example, 10% Add-on would be .10; making

Multiplier 1.10)

X Estimated* Amount of
 \$500,000.00 =

(C)

SUBCONTRACTOR PURCHASES
 ADD-ON SUBTOTAL

**GRAND TOTAL
 BID = (A) + (B) +
 (C) =**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR1600000001

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

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
 - (A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908),.

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond. 5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d.

Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of **"federally assisted construction contract"** in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.*

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—** Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act (42 U.S.C. 7401–7671q)** and the **Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387).**
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—** Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—** Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



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

State of West Virginia
Request for Quotation
34 — Service - Prof

Proc Folder: 103204

Doc Description: Open End Contract for Advertising Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-09-18	2015-10-20 13:30:00	CRFQ 0511 HHR1600000001	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

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

ADDITIONAL INFORMATION:

The WV Purchasing Division, on behalf of the Agency, the WV Department of Health and Human Resources, is soliciting bids for an open-end contract to provide professional advertising services for five (5) bureaus within the Agency, including the Bureau for Child Support Enforcement, the Bureau for Children and Families, the Bureau for Behavioral Health and Health Facilities, the Bureau for Medical Services, and the Bureau for Public Health, plus for the Office of the Inspector General, Administrative Services, Management Information Services, and the Office of the Secretary, per the attached instructions, terms and conditions, and specifications.

MANDATORY PRE-BID MEETING: See Instructions to Vendors Submitting Bids for details.

BUYER TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Administration/ Consultation (4.1.1)	20.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Contract Administration/ Consultation (4.1.1)

BUYER TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Account Services (4.1.2)	10.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Account Services (4.1.2)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Television Production (4.1.3)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Television Production (4.1.3)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Radio Production (4.1.4)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Radio Production (4.1.4)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Outdoor Advertising (4.1.5)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Outdoor Advertising (4.1.5)

BUYER TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Media Buys (4.1.6)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Media Buys (4.1.6)

BUYER TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Print Media (4.1.7)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Print Media (4.1.7)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Internet/Worldwide Web (4.1.8)	10.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Internet/Worldwide Web (4.1.8)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Survey, Analysis, Evaluation (4.1.9)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Survey, Analysis, Evaluation (4.1.9)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Design and Copy (4.1.10)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Design and Copy (4.1.10)

SHIP TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Data Acceptance and Transfer (4.1.11)	10.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Data Acceptance and Transfer (4.1.11)

SHIP TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Media Buying Add-On	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Percentage Add-On for Media Buying: ____%See Pricing Page (Enter Media Buying Add-On Subtotal, B, as Unit Price)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES FFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Subcontract Purchases Add-On	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Percentage Add-On for Subcontractor Purchases: ____%See Pricing Page (Enter Subcontractor Purchases Add-On Subtotal, C as Unit Price)

Line	Event	Event Date
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1	Mandatory Pre Bid Meeting (10:00am EST)	2015-10-01
2	Technical Questions due by 5:00pm EST	2015-10-02

HHR1600000001	Document Phase Final	Document Description Open End Contract for Advertis ing Services	Page 8 of 8
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Request for Quotation
34 — Service - Prof

Proc Folder: 103204

Doc Description: Open End Contract for Advertising Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-08	2015-10-20 13:30:00	CRFQ 0511 HHR1600000001	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

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

ADDITIONAL INFORMATION:

Addendum #1: To provide a copy of the Mandatory Pre-Bid Meeting Sign In Sheet, to answer Vendor-submitted Technical Questions, and to revise the Specifications (to remove Qualifications Item #3.6 - original 3.7 is renumbered to 3.6) and the Pricing Page (to correct a typographical error).

The WV Purchasing Division, on behalf of the Agency, the WV Department of Health and Human Resources, is soliciting bids for an open-end contract to provide professional advertising services for five (5) bureaus within the Agency, including the Bureau for Child Support Enforcement, the Bureau for Children and Families, the Bureau for Behavioral Health and Health Facilities, the Bureau for Medical Services, and the Bureau for Public Health, plus for the Office of the Inspector General, Administrative Services, Management Information Services, and the Office of the Secretary, per the attached instructions, terms and conditions, and specifications.

MANDATORY PRE-BID MEETING: See Instructions to Vendors Submitting Bids for details.

BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Administration/ Consultation (4.1.1)	20.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Contract Administration/ Consultation (4.1.1)

BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Account Services (4.1.2)	10.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Account Services (4.1.2)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Television Production (4.1.3)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Television Production (4.1.3)

BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Radio Production (4.1.4)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Radio Production (4.1.4)

BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Outdoor Advertising (4.1.5)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Outdoor Advertising (4.1.5)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Media Buys (4.1.6)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Media Buys (4.1.6)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Print Media (4.1.7)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Print Media (4.1.7)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Internet/Worldwide Web (4.1.8)	10.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Internet/Worldwide Web (4.1.8)

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF COMMUNICATIONS ONE DAVIS SQUARE, STE 100 EAST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Survey, Analysis, Evaluation (4.1.9)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Survey, Analysis, Evaluation (4.1.9)

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Design and Copy (4.1.10)	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Design and Copy (4.1.10)

INVOICE TO		BILL TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Data Acceptance and Transfer (4.1.11)	10.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
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Extended Description :
Data Acceptance and Transfer (4.1.11)

INVOICE TO		BILL TO	
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Extended Description :
Percentage Add-On for Media Buying: ____%See Pricing Page (Enter Media Buying Add-On Subtotal, B, as Unit Price)

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Subcontract Purchases Add-On	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

Percentage Add-On for Subcontractor Purchases: ____%See Pricing Page (Enter Subcontractor Purchases Add-On Subtotal, C as Unit Price)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre Bid Meeting (10:00am EST)	2015-10-01
2	Technical Questions due by 5:00pm EST	2015-10-02

HHR1600000001	Document Phase Final	Document Description Open End Contract for Advertising Services	Page 8 of 8
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

BID BOND

Travelers Casualty and Surety Company of America

One Tower Square 3PB, Hartford, CT 06183

Bond No. 106171205

KNOW ALL MEN BY THESE PRESENTS,

That we, Asher Agency, as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, of One Tower Square 3PB, Hartford, CT 06183, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto The State of West Virginia, as Obligee, hereinafter called the Obligee, in the sum of Two Thousand Five Hundred and No/100's Dollars (\$ 2,500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for DHHR Advertising Services (CRFQ 0511 HHR1600000001).

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of October, 2015.

(Seal)

Kevin Rickett
Witness

By: Thomas K. Borne
Asher Agency Principal

Travelers Casualty and Surety Company of America

(Seal)

Allison Fones
Witness

By: George G. Clarke, Jr.
George G. Clarke, Jr. Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229476

Certificate No. 006374017

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

George G. Clarke, Jr., Mark Forrester, and Lanier E. Garland, Jr.

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of June, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 3rd day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of October, 20 15.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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.

1. ☐ **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; **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% 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% 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. ☐ **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**,
6. ☐ **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 residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. ☐ **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.

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: Asher Agency
Date: 10/15/15

Signed: [Signature]
Title: VP, GENERAL MANAGER

STATE OF WEST VIRGINIA
Purchasing Division

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:

"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 exceeds 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: Asher Agency

Authorized Signature: John K. Munn Date: 10/15/15

State of West Virginia

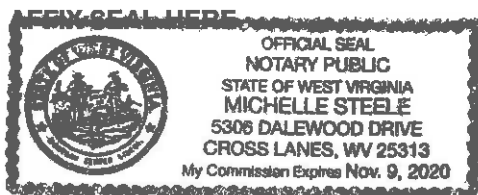
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15 day of October, 2015

My Commission expires November 9, 2020, 2020.

NOTARY PUBLIC

Michelle Steele



Purchasing Affidavit (Revised 08/01/2015)