



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

Header

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 103204

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0511

Vendor ID:

SO Doc ID: HHR1600000001

Legal Name: STONEWALL RETAIL MARKETING INC

Published Date: 10/8/15

Alias/DBA:

Close Date: 10/20/15

Total Bid: \$3,307,500.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 103204
Solicitation Description : Open End Contract for Advertising Services
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-10-20 13:30:00	SR 0511 ESR10191500000001617	1

VENDOR
000000174364 STONEWALL RETAIL MARKETING INC

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Contract Administration/ Consultation (4.1.1)	20.00000	HOUR	\$75.000000	\$1,500.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description : Contract Administration/ Consultation (4.1.1)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Account Services (4.1.2)	10.00000	HOUR	\$75.000000	\$750.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description : Account Services (4.1.2)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Television Production (4.1.3)	50.00000	HOUR	\$75.000000	\$3,750.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description : Television Production (4.1.3)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Radio Production (4.1.4)	50.00000	HOUR	\$75.000000	\$3,750.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description : Radio Production (4.1.4)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Outdoor Advertising (4.1.5)	50.00000	HOUR	\$75.000000	\$3,750.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description : Outdoor Advertising (4.1.5)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Media Buys (4.1.6)	50.00000	HOUR	\$75.000000	\$3,750.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description : Media Buys (4.1.6)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Print Media (4.1.7)	50.00000	HOUR	\$75.000000	\$3,750.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description : Print Media (4.1.7)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Internet/Worldwide Web (4.1.8)	10.00000	HOUR	\$75.000000	\$750.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description : Internet/Worldwide Web (4.1.8)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Survey, Analysis, Evaluation (4.1.9)	50.00000	HOUR	\$75.000000	\$3,750.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description : Survey, Analysis, Evaluation (4.1.9)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Design and Copy (4.1.10)	50.00000	HOUR	\$75.000000	\$3,750.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description : Design and Copy (4.1.10)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Data Acceptance and Transfer (4.1.11)	10.00000	HOUR	\$75.000000	\$750.00

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description : Data Acceptance and Transfer (4.1.11)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Media Buying Add-On	1.00000	LS	\$2,777,500.000000	\$2,777,500.00

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)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Subcontract Purchases Add-On	1.00000	LS	\$500,000.000000	\$500,000.00

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)

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

SUBMITTED BY: STONEWALL RETAIL MARKETING, INC.
CRFQ 0511 HHR1600000001

Attachment Includes:

DHHR Advertising Services – Includes:

1. *Central Master Agreement – Version 1*
2. *Central Master Agreement – Version 2*
3. *Certificate of Liability Insurance*
4. *Purchasing Affidavit*
5. *Vendor Preference Certificate*
6. *Addendum Acknowledgement Form #1*
7. *Copy of Addendum #1 and Acknowledgement*
8. *Centralized Request for Quotation*
9. *General Terms and Conditions*
10. *Certification and Signature Page*
11. *Confirmation of Paid Registration Fee*
12. *Provisions Required for Federally Funded Procurements*
13. *Exhibit A: Pricing Page*
14. *Copy of the 5% Bid Bond Check*

Buyer:

Robert P Kilpatrick, File 22

Solicitation No:

CRFQ 0511 HHR1600000001

Bid Opening Date:

Tuesday, October 20, 2015

Bid Opening Time:

1:30pm EST

Thank You!



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

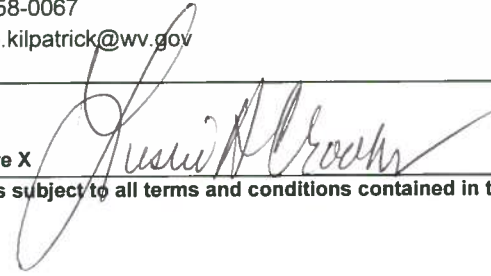
BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

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 # 31-1737497 DATE 9.24.15

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, 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.

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
1	Contract Administration/ Consultation (4.1.1)	20.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Contract Administration/ Consultation (4.1.1)

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
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)

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	
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)

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		

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		

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 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		

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

HHR160000001	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



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 #

31-1737497

DATE

10.19.15

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.

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
1	Contract Administration/ Consultation (4.1.1)	20.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Contract Administration/ Consultation (4.1.1)

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
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)

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
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		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		

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)

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
11	Data Acceptance and Transfer (4.1.11)	10.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
Data Acceptance and Transfer (4.1.11)

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
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 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		

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		
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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

HHR160000001	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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2015

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

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

PRODUCER Reagle & Padden, Inc. 200 Star Avenue, Suite 210 Parkersburg WV 26101	CONTACT NAME: Glenna Schott
	PHONE (A/C, No. Ext): (304) 422-8476 FAX (A/C, No.): (304) 428-7374
	E-MAIL ADDRESS: glenna@reagle-padden.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sentinel Insurance Co., LTD 11000
	INSURER B: BrickStreet Mutual Ins Co 12372
	INSURER C: CSU Producer Resources, Inc.
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2015-16 GL REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			40SBAIW2278	3/19/2015	3/19/2016	EACH OCCURRENCE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			40SBAIW2278	3/19/2015	3/19/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per person)	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WV BrickStreet Policy #WCB1020576 40SBAIW2278	1/11/2015	1/11/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	E&O & Professional Liab Fidelity Bond			CSU0056881 CSU0056881	4/9/2014	4/9/2016	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							Incl Personal & Adv Injury	1,000,000
								1,000,000

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

CERTIFICATE HOLDER

Health and Human Resources
Office of Communications
One Davis Square, Ste 100 East
Charleston, WV 25301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Glenna Schott/GS

Glenna M. Schott

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 exceed five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Stonewall Retail Marketing, Inc.

Authorized Signature: *Jessie A. Crawley* Date: September 24, 2015

State of OHIO

County of WASHINGTON, to-wit:

Taken, subscribed, and sworn to before me this 24TH day of SEPTEMBER, 2015.

My Commission expires 9/23, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC *Randall Jacob Pellett*
Purchasing Affidavit (Revised 08/01/2015)



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
POST OFFICE BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130
10/25/2013

LESLIE CROOKS
STONEWALL RETAIL MARKETING INC
154 1/2 FRONT ST

MARIETTA OH 45750

THIS IS TO NOTIFY YOU THAT YOUR REQUEST FOR CERTIFICATION AS A SMALL BUSINESS, A WOMEN-OWNED BUSINESS, OR A MINORITY-OWNED BUSINESS HAS BEEN APPROVED ON THE BASIS OF YOUR REPRESENTATIONS THAT THE VENDOR NAMED ABOVE MEETS THE DEFINITION OF A SMALL BUSINESS, A WOMEN-OWNED BUSINESS, OR A MINORITY-OWNED BUSINESS AS SET FORTH IN THE WEST VIRGINIA CODE OF STATE RULES 148-22-1, ET SEQ. THIS CERTIFICATION BECOMES EFFECTIVE:

10/25/2013

AND SHALL AUTOMATICALLY EXPIRE WITHOUT NOTICE TWO YEARS AFTER THE EFFECTIVE DATE UNLESS REVOKED BY THE PURCHASING DIRECTOR OR UPON EXPIRATION PURSUANT TO CSR 148-22-8. TYPE OF CERTIFICATION:

SMALL

WOMEN-OWNED

TO MAINTAIN CERTIFICATION WITHOUT LAPSE, A CERTIFIED BUSINESS SHALL APPLY TO RENEW ITS CERTIFICATION AT LEAST 60 DAYS PRIOR TO THE END OF THE TWO-YEAR CERTIFICATION PERIOD. COMPLETE RENEWAL INSTRUCTIONS, RECERTIFICATION FORMS, AND A LIST OF ALL CERTIFIED BUSINESSES ARE AVAILABLE ONLINE AT:

[HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VENDORREG.HTML](http://www.state.wv.us/admin/purchase/vendorreg.html)

IF YOU HAVE QUESTIONS, CONTACT THE PURCHASING DIVISION AT 304-558-2306.

SINCERELY YOURS,


VENDOR REGISTRATION

. DBS PS

ORDER FROM VENDOR SETUP

VOS

NEXT FUNCTION: _____ ACTION: _____

10/28/2013 08:27:46

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=====
PAY ENTITY      : PUR
VENDOR NUMBER  : *528122212
GROUP NUMBER   : _____
SHORT NAME     : STONEWALLRETAIL
VENDOR TYPE    : D
ORDER FROM NAME: STONEWALL RETAIL MARKETING INC
  ADDR LINE 1: 154 1/2 FRONT ST
  ADDR LINE 2:
  CITY/STATE:  MARIETTA OH
  FEIN OR SSN: 311737497
  CONTACT:    LESLIE CROOKS
  FAX NUMBER: 740-373-3105
EDI/FAX CODE   :
FAX            :
PHONE         : 740-373-2334
STATE CODE    :
POSTAL CODE   : 45750
OPT ADDR USE  :
OPT STATE CD  :
OPT POSTAL CD:

```

PAYMENT TERMS : STATUS: ORDER HOLD:

--- CONSOLIDATED REPORTING INFORMATION ---

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PAY ENTITY      :
VENDOR NUMBER  :
GROUP NUMBER   :

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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.

Stonewall Retail Marketing, Inc
Company

Justie A Crook
Authorized Signature

Monday, October 19, 2015
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

Justie A Crooks
10.19.15

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.

CENTRALIZED REQUEST FOR QUOTATION
CRFQ 0511 HHR160000001
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.



CENTRALIZED REQUEST FOR QUOTATION
CRFQ 0511 HHR160000001
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. *WILL PROVIDE BASED ON BID OUTCOME. STONEWALL QUALIFIES.*
- 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. *WILL PROVIDE BASED ON BID OUTCOME. STONEWALL QUALIFIES.*
- 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. *WILL PROVIDE BASED ON BID OUTCOME. STONEWALL QUALIFIES.*
- 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. *WILL PROVIDE BASED ON BID OUTCOME. STONEWALL QUALIFIES.*



CENTRALIZED REQUEST FOR QUOTATION
CRFQ 0511 HHR160000001
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. *STONEWALL AGREES*

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. *STONEWALL AGREES*

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



CENTRALIZED REQUEST FOR QUOTATION
CRFQ 0511 HHR160000001
ADVERTISING SERVICES

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

STONEWALL AGREES

4.1.1.2 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.

STONEWALL AGREES

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.

STONEWALL AGREES

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.

STONEWALL AGREES

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

STONEWALL AGREES



CENTRALIZED REQUEST FOR QUOTATION
CRFQ 0511 HHR160000001
ADVERTISING SERVICES

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.

STONEWALL AGREES

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.

STONEWALL AGREES

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.

STONEWALL AGREES

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.

STONEWALL AGREES

4.1.9 Survey, Analysis, Evaluation



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CRFQ 0511 HHR160000001
ADVERTISING SERVICES

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.

STONEWALL AGREES

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.

STONEWALL AGREES

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.

STONEWALL AGREES

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:

UNDERSTOOD



CENTRALIZED REQUEST FOR QUOTATION
CRFQ 0511 HHR160000001
ADVERTISING SERVICES

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.

UNDERSTOOD

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.

UNDERSTOOD

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.

UNDERSTOOD

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.



CENTRALIZED REQUEST FOR QUOTATION
CRFQ 0511 HHR1600000001
ADVERTISING SERVICES

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.

UNDERSTOOD

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).

UNDERSTOOD

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.

UNDERSTOOD

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.



CENTRALIZED REQUEST FOR QUOTATION
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ADVERTISING SERVICES

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.

UNDERSTOOD

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.

UNDERSTOOD

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: Leslie Crooks
Telephone Number: 740.373.2334
Fax Number: 740.373.3105
Email Address: LCROOKS@STONEWALLGROUP.COM

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.

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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.

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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.

UNDERSTOOD

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

UNDERSTOOD

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 a 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. **PROVIDED**

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.

PROVIDED



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.

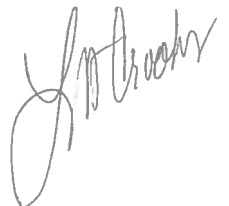
- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable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

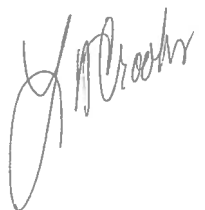
- 9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

- 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.

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- 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

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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

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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

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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.

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- 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.

A handwritten signature in black ink, appearing to read "J. Brown", is located in the bottom right corner of the page.

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.

Stonewall Retail Marketing, Inc

(Company)

Leslie Crooks Leslie Crooks, PRESIDENT

(Authorized Signature) (Representative Name, Title)

740.373.2334 740.373.3105 9.24.15

(Phone Number) (Fax Number) (Date)

Stonewall Registration Fee – Paid through May 14, 2016

▼ Primary Account Administrator

Primary Account Administrator : Leslie Crooks
Phone : 740-373-2334

Email : lcrooks@stonewallgroup.com
Ext :

▼ Account Information

Vendor Code : 000000174364 Vendor Status : Active
Legal Business Name : STONEWALL RETAIL MARKETING INC 1099 Reportable : No

▼ EFT Information

EFT Information may be entered at an account level or at the payment address level. If the Address Level field displays a value of 'At least one address has address-specific EFT Information', navigate to the Addresses page to view the EFT Status for each address.

Account Level EFT Status : N/A
Address Level EFT Information Available : Yes

▼ Prevent New Spending

Prevent New Spending may be applied at the account level. This section indicates if new spending is allowed at the account level.

Account Level : No

▼ Prevent New Orders

This section indicates whether new purchase orders are blocked. Refer to Frequently Asked Questions for more information.

Prevent New Orders : No

▼ Registration Fee Details

[Click here to renew vendor registration fees](#)

Fee Exempt : No
Registration Application Date : 05/14/2015
Registration Effective Date : 05/14/2015
Registration Expiration Date : 05/14/2016

Leslie Crooks
10.19.15

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.

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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.

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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.

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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,

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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;

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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.

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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.

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- (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

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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

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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.

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(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.

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CRFQ 0511 HHR1600000001
Exhibit A: Pricing Page

A. ADVERTISING SERVICES/HOURLY RATES

	Estimated* Annual Hours	All-Inclusive Hourly Rate	Extended Total
Contract Administration/Consultation	20	\$75.00	\$1,500
Account Services	10	\$75.00	\$750
Television Production	50	\$75.00	\$3,750
Radio Production	50	\$75.00	\$3,750
Outdoor Advertising	50	\$75.00	\$3,750
Media Buys	50	\$75.00	\$3,750
Print Media	50	\$75.00	\$3,750
Internet/Worldwide Web	10	\$75.00	\$750
Survey, Analysis, Evaluation	50	\$75.00	\$3,750
Design and Copy	50	\$75.00	\$3,750
Data Acceptance and Transfer	10	\$75.00	\$750
Hourly Bid SubTotal			\$30,000 (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)

1 %

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

1.01 X Estimated* Amount of \$2,777,500 = \$2,777,500 (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

1.00 X Estimated* Amount of \$500,000 = \$500,000 (C)
SUBCONTRACTOR PURCHASES
ADD-ON SUBTOTAL

Multiplier 1.10)

GRAND TOTAL

BID = (A) + (B) +
(C) =

\$3,307,500



MARIETTA, OHIO 45750
WITH OFFICES IN OH, WV & KY
1.800.374.6123 peoplesbancorp.com



MARIETTA OFFICE (0001)

10/19/15



DATE

REMITTER

~~STONEWALL RETAIL MARKETING INC~~

~~STATE OF WEST VIRGINIA~~

~~PAY TO THE ORDER OF~~

~~***One Hundred Sixty Five Thousand Three Hundred Seventy Five Dollars AND 00 Cents***~~

\$***165,375.00

DOLLARS

THE PURCHASE OF A SURETY BOND MAY BE REQUIRED BEFORE ANY OFFICIAL CHECK ON THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN

CASHIER'S CHECK

DHHR-RFQ 5% BID BOND

Jodi Stines
AUTHORIZED SIGNATURE



PEOPLES BANK - PURCHASER'S RECEIPT OF CASHIERS CHECK

YFAR3670

PURCHASER COPY



MARIETTA OFFICE (0001)

10/19/15

REMITTER

~~STONEWALL RETAIL MARKETING INC~~

~~PAY TO.~~

~~STATE OF WEST VIRGINIA~~

***\$165,375.00

THE PURCHASE OF A SURETY BOND MAY BE REQUIRED BEFORE ANY OFFICIAL CHECK ON THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN

One Hundred Sixty Five Thousand Three Hundred Seventy Five Dollars AND 00 Cents

FOR

DHHR-RFQ 5% BID BOND

MEMORANDUM
