



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

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

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Doc Description: ADDENDUM 3 PROFESSIONAL ADVERTISING SERVICES

Proc Type: Central Master Agreement

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BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

Image Associates, LLC
 700 Virginia St, E, Suite 220
 Charleston, WV 25301
 (304)345-4429

03/21/16 14:34:33
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Misty DeLong
 (304) 558-8802
 misty.m.delong@wv.gov

Signature X

FEIN # 55-0651281

DATE 3/21/2016

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

Professional Advertising, Promotional and Marketing Services

Submitted by: Image Associates, LLC
700 Virginia St E, Suite 220
Charleston, WV 25301

Section A. Billable Services -

Vendor shall provide an all-inclusive, firm, fixed hourly rate for each Contract Item that shall be for the life of the contract.

CATEGORY	CONTRACT ITEMS	Estimated Number of Hours	All-Inclusive Hourly Rate	Extended Total
Account Management	1) Contract Administration	25	28	700
	2) Consultation	10	28	280
	3) General Accounting	10	28	280
	4) Third Party Procurement	15	28	420
Production	1) Television/Video	50	32	1600
	2) Radio/Audio	50	32	1600
	3) Application Development	30	32	960
Media Planning and Buying	1) Television/Video	550	40	22000
	2) Radio/Audio	30	40	1200
	3) On-line Advertising	10	32	320
	4) Outdoor Advertising	50	32	1600
	5) Print Advertising	10	32	320
	6) Research (Pre-Campaign)	10	32	320
Design and Copy	1) Graphic Design	40	32	1280
	2) Writing Copy	5	32	160
	3) Copy Editing	5	32	160
	4) Interactive and/or Web	30	32	960
Event and/or Promotional	1) Manpower/Staffing	30	32	960
	2) Planning and Procurement	10	32	320
Post Campaign Measurements	1) Impression Tracking	10	32	320
	2) Surveying	3	32	96
	3) Campaign Analysis	20	32	640
Media Training	1) Training	5	32	160
Public/Media Relations	1) Press Conferences	5	32	160
TOTAL EXTENDED BID PRICE OF SECTION A.				36816.00

Section B. Media Buy Add-On (Mark-Up) -

Vendors shall provide a percentage of add-on, for purchases for media buying activities that shall be for the life of the contract.

Vendors must provide a percentage of add-on for purchases for media buying activities. If the Vendor intends to charge an add-on to their actual costs for media buying activities, the Vendor shall follow the formula below to determine their bid amount. If the Vendor does not intend to charge an add-on, the Vendor will use a percentage of zero (0) and multiplier of 1.0. If the Vendor fails to provide an add-on percentage, the WVDOT shall interpret this to mean that no add-on will be applied to their media buy costs during the life of the contract.

Add-on/mark-up for media buys shall be 7.45 % (percentage). (Example: 10%)

For evaluating purposes, to establish the multiplier, convert the above percentage (ex. 10%) to a decimal (.10) and add 1 to establish the multiplier of 1.10. Calculate as follows:

Example Bid %	Estimated Usage	Example Section B Total
1.10	\$25,000.00	\$27,500.00

Bid Percentage	Estimated Usage	Total Extended Bid Price for Section B
1.0745	\$25,000.00	26862.50
GRAND TOTAL OF SECTION A and SECTION B		\$ 63678.50

REQUEST FOR QUOTATION
Professional Advertising, Promotional and Marketing Services

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more delivery orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory and staff of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the staff and Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

No additional costs will be paid to the awarded Vendor for any requested reports not associated with Research and Campaign analysis.

8.4 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.

for Image Associates, LLC:
Contract Manager: William F. Hogan, managing member.
Telephone Numbers: (304) 345-4429
Fax Number: (304) 345-4445
Email Address: bill@imageassociatesllc.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1600000067

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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.

Image Associates LLC
Company


Authorized Signature

3.21.16
Date

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

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: image Associates LLC

Signed: 

Date: 3/21/16

Title: Managing Member

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

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: Image Associates, LLC

Authorized Signature: [Signature] Date: 3.21.16

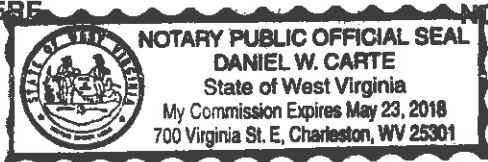
State of WV

County of Kenosha, to-wit:

Taken, subscribed, and sworn to before me this 21 day of March, 2016.

My Commission expires 05/23, 2018.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]