



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

# Request for Quotation

RFQ NUMBER
TOR3676

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF TOURISM  
  
 90 MACCORKLE AVE SW  
 CHARLESTON, WV  
 25303 304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/25/2009				

BID OPENING DATE:

09/08/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		915-03		
***** ADDENDUM NO. 5 ***** THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED QUESTIONS AND ANSWERS OMITTED FROM ADDENDUM ADDENDUM NO. 3 IN ERROR. THE BID OPENING DATE AND TIME REMAIN 09/08/09 @ 1:30 PM						
***** THIS IS THE END OF RFQ TOR3676 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

RESPONSE TO TECHNICAL QUESTIONS II  
TOR 3676

- 1.) Per West Virginia Legislative Rule 148-1-4 the Purchasing Division Director shall "Prescribe the amount of deposit or bond to be submitted with any bid or contract." The TOR3676 RFQ does not include that requirement. Specifically, in the TOR3676 RFQ, section 3.4 Special Terms and Conditions (page 18) the requests for Bid and Performance Bonds (3.4.1) and Litigation Bond (3.4.4) are noted as N/A. Is the Division of Tourism exempt from the requirement of the Legislative Rule? Please provide clarification as to this specific issue. Answer: There is no bond requirement for this request for proposal.
- 2.) In the TOR3676 RFQ it is noted in sections 3.2.14 (page 17) and 3.3.12 (page 18) that travel is required for the Vendor at the request of the Agency. On page 24, it is noted "All travel is to be included in the Bid schedule. No compensation for travel expenses will be made to the successful vendor." Please confirm the Vendor is permitted to bill for travel time but is not permitted to bill for the travel expense, such as mileage, airfare, lodging, etc. Please provide an estimate of the amount of travel anticipated and for what type of event. Finally, will the travel be limited to in-state travel or travel anywhere in the country as required to support the Agency? Answer: There are no provisions for the billing of travel time or expense in this RFP. The Division of Tourism may require the agency to travel in-state 3 to 4 times per year and required out of state travel will be on a very limited basis, however, it is the responsibility of each bidder to determine the level of travel required to successfully execute the terms and conditions of the contract. Travel time and expense will be the responsibility of the successful vendor and should be considered in the overall cost proposal as a cost of doing business.
- 3.) The position of State Travel Director has not been filled since November 2008, and whereas the TOR3676 RFQ states in section 3.2.13 (page 17) the "Secretary of Commerce is the primary client of all work performed on behalf of Commerce and its agencies. The Secretary is accountable to the Governor's Office for review and approval of key marketing campaigns promoting the state," please confirm the specific decision and approval process for campaign development and day-to-day operation for the complete scope of the contract. Answer: Each agency head (Commissioner of Tourism, DNR Director, WV Development Office Director, etc) or their designee will work directly with the successful vendor and also will determine based on past work experience at what level they will need the involvement of the Secretary of Commerce.
- 4.) Please confirm whether website development and implementation, and web-based marketing, are responsible by the Vendor under this contract. Only in section 3.3.4 (page 17) which notes, "Vendor relationship for the Agency to develop, produce, and place advertising materials in various advertising media, including:

national and regional publications, television and radio broadcasts, outdoor advertising and the Internet,” is any online task mentioned. If not, please outline how the web-specific components will be facilitated for the Agency and how it will coordinate with the Vendor for a cohesive marketing strategy. Answer: The particular state agency will determine what tasks are to be required by the successful vendor. It will not necessarily be the responsibility of the vendor for website development and implementation unless it is required by the state agency. Web based marketing may sometimes be a component of or coupled with a particular advertising campaign.

- 5.) Has the Division of Tourism or the Department of Commerce established or outlined marketing goals and objectives for FY09/10? If so, are those available for use in response to TOR3676 RFQ? Answer: No. The bidder is encouraged as part of this RFP to provide marketing recommendations as to current trends, available media, etc.
- 6.) Please confirm the total available budget for TOR3676 RFQ is \$3,300,000. This includes Tourism (advertising, media placement, production, direct mail, public relations, etc) with a budget of \$3,000,000; plus a total budget of \$200,000 for State Parks for media placement, production and direct mail; plus a total of \$100,000 for Wildlife for media placement and production. Answer: The actual budget may be more or less. For the purposes of this RFP the total available budget is \$3,300,000. Also, see response to question 43 in previous addendum.
- 7.) Per section 1.4 Inquires, please provide the specific names for the evaluation committee, so as to avoid any contact “whatsoever with any member of the evaluation committee.” Answer: No evaluation committee names are allowed to be provided to the bidders.
- 8.) The RFP calls for 200 hours of PR time. That would equate to one agency person spending 3.85 hours per week on Public Relations. Since that is not much time, can you further define the role of the advertising and public relations agency in providing public relations services. Answer: While the hours in the RFP are estimates they do provide the bidder opportunity to demonstrate how they would dovetail PR in the overall marketing and advertising campaign. Final actual hours may vary.
- 9.) Is there any chance this RFP could be canceled or is it required to be issued by law? Answer: There are no plans to cancel this RFP and it is only required by law to the extent that the Division of Tourism has a need for purchasing advertising, marketing and PR services.
- 10.) Social media outlets provide multiple avenues to communicate brand messages and campaigns. In what ways has WVDOT capitalized on these outlets? Answer: We have yet to capitalize on this form of media.

11.) Who serves as the primary contact for travel writers and media inquires?

Answer: For the other Commerce agencies, it will be the head of each agency or their designee. For the Division of Tourism, it will be the Commissioner.

12.) What writer groups or organizations is WVDOT currently a member of? Answer: MATPRA

13.) How frequently does WVDOT attend PR conferences/events? Answer: One to two times per year.