



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  
 95110001

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 33  
 104-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF TRANSPORTATION  
 OFFICE OF THE SECRETARY  
 BUILDING 5, ROOM A109  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0440 558-0444

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/03/2010				

BID OPENING DATE: 11/16/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO ADD PAGES 8 AND 10 INADVERTANTLY OMITTED FROM THE ORIGINAL RFQ.						
BID OPENING DATE REMAINS: 11/16/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	EA		915-03		
ADVERTISING SERVICES						
***** THIS IS THE END OF RFQ 95110001 ***** 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

the opportunity for people and communities to enjoy environmentally sensitive and economically sound development. WV DOT provides essential services in transportation, tourism and economic development including but not limited to the following:

- **Safety and protection** for citizens through modern operating standards for our highways, rail and airport facilities and licensing and permitting of drivers and motor vehicles;
- **Transportation services** including public transit, railway operation and maintenance, airport and river port development, and highway construction and maintenance;
- **Community and economic development** through accessible roads, rivers, railways and airports and support for the artisan community through Tamarack and other development initiatives;
- **Revenue generation** through the highway trust fund; air, railway and waterway fuel funds, and tolls and concession fees; and
- **Information and education** through driver education, travel information, safety guidance, public involvement in transportation planning and continuing education.

## **Part 2.0 Mandatory Qualifications and Experience Requirements**

The WV DOT requires a professional advertising and marketing vendor capable of providing a full range of services. Professional services include but may not be limited to creative public relations, media and consultation, research analysis, outreach and education and technical assistance in development and implementing comprehensive marketing, advertising and public relation campaigns.

Vendors must be properly licensed with the State and all other applicable governmental entities to provide advertising and marketing services covered under the contract.

Vendors must have been in business a minimum of five years and shall have completed and/or are engaged in a minimum of five projects similar in size and scope within the last five year period in other comparable work environments. Please provide the names of businesses, addresses, contact person name and phone number, dates and description of services. It is preferred that vendors provide all applicable information to evidence compliance with mandatory qualification and experience criteria with the bid. Vendors who fail to provide the required information upon written request by the Purchasing Division by the established deadline may be immediately disqualified.

The successful vendor shall be solely responsible for all work performed under the contract and **shall** assume Prime Contractor responsibility for all services delivered under the terms of this contract

## **Part 3.0 Scope of Services and Contract Performance Requirements**

The successful vendor shall provide all material, labor and professional services required to provide all specified advertising and marketing services described herein. Services shall be provided with input and approval from DOT and shall include:

- Market Analysis;
- Theme development;
- Creative concepts and art direction;

and services listed in the RFQ being offered by the Vendor as part of the Vendor's response, inclusive of expenses. Vendors **shall** provide an all inclusive hourly rate for completion of indicated service categories. Such hourly rates shall be firm, fixed all-inclusive hourly rates for the life of the contract. **Estimated hours noted on the Bid Form for service categories are estimates for bid evaluation purposes only; actual hours may be more or less at the discretion of DOT.**

Vendors shall quote an add-on percentage for media buys which shall be firm for the life of the contract. If a Vendor fails to provide the add-on percentage as indicated on the bid form, it shall be interpreted to mean that no add-on charge is required and none shall be granted.

Vendors shall quote an add-on percentage for any subcontracted services which shall be firm for the life of the contract. If a Vendor fails to provide the add-on percentage as indicated on the bid form, it shall be interpreted to mean that no add-on charge is required and none shall be granted.

It is preferred that Vendors utilize the attached Bid Form. Should a Vendor opt not to use the attached Bid Form and fails to provide all required bid quote information, the bid shall be declared fatally flawed and will be disqualified.