



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
 304-558-2402

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
11/17/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
THIS ADDENDUM IS ISSUED TO ADDRESS TECHNICAL QUESTIONS, PER ATTACHED.						
*****END ADDENDUM NO. 4*****						
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 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.

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).

**DOH95110001 – Advertising Services
Addendum Number 4 · Questions and Answers**

The Manahan Group

- Q. From Part 2.0 Mandatory Qualification and Experience Requirements. It states “Vendors must be properly licensed with the State and all other applicable governmental entities to provide advertising and marketing services covered under the contract.” It then goes on to state, “Vendors must have been in business a minimum of five years”. Do you require copies of the business license and other documents to be included in the response? If so, specifically what other documents are required?
- A. Vendors shall certify in writing that all required licenses with the State and any other applicable government entities are and will be in effect throughout the life of the contract and will be made available to the State upon request. Vendors shall provide the date of incorporation or the effective date of its business license which may be requested at any time at the State's discretion.**
- Q. Will the successful Vendor be required to carry a policy for Advertising Errors and Omissions equal to one million dollars? Is a copy of the policy required to submit a bid?
- A. No special insurance provisions have been requested.**
- Q. In reference to the Bid Form, Section B, Media Buying Percentage, is the \$500,000 estimate the Gross Cost after the agency discount, or the Net Cost prior to the agency discount?
- A. The media buying percentage is at the discretion of the bidder. Should a bidder wish to include an add-on percentage when media buys are obtained on behalf of the State, the percentage quoted on the bid form shall be firm for the life of the contract. The calculation of multiplying the add-on percentage by \$500,000 is for bid evaluation purposes only and is intended to reflect an amount the State may spend for media buys.**
- Q. In reference to the Bid Form, Section A, does Survey, Analysis, Evaluation refer only to paid media?
- A. Survey, analysis and evaluation applies to any of the applicable services that may be requested as stated in Section 3.0, Scope of Services and Contract Performance Requirements.**
- Q. How many copies of the response do you require?
- A. One original, signed bid is required to be submitted to the Purchasing Division no later than the date and time stated for the opening of bids.**

The Phillips Group

- Q. What is the difference between the hourly rate for “Media Buys” (Page 11, Section A) and the “Media Buy Add-On Percentage” (Page 11, Section B)? Is this an either/or proposition as agencies typically don’t work on a percentage basis for media buying and charge an hourly fee for the same services?
- A. Vendors must quote an all inclusive hourly rate in Section A. of the Bid Form for work performed in securing media buys required by the State throughout the life of the contract. Vendors are being given the option of quoting a fixed percentage that can be added and charged for media buys that may require additional services and resources not anticipated or covered in the hourly rate. If a vendor chooses not to include an add-on percentage, any and all work the vendor performs in the securing of media buys shall be charged at the hourly rate only. No additional charges will be accepted.**
- Q. Could you clarify, with examples, the types of “survey, analysis, evaluation” services – telephone polling, focus groups, market surveys, statistical analysis of DOT information, etc. – required (Page 11, Section A)?
- A. Survey, analysis and evaluation applies to any of the applicable services that may be requested as stated in Section 3.0, Scope of Services and Contract Performance Requirements.**
- Q. Are we to submit separately or as part of the bid the list of businesses, addresses, contacts and description of services that show our experience (Page 8, Part 2.0)?
- A. The information requested to demonstrate a vendor’s experience is required to determine compliance with the mandatory experience requirement. It is preferred the requested information be provided with the bid.**