



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
95120001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 PROCUREMENT DIVISION
 BUILDING 5, ROOM 263
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0430 558-0408

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/29/2011				

BID OPENING DATE: 09/14/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		LS	915-03	COMPREHENSIVE PROFESSIONAL ADVERTISING/MARKETING SER		
OPEN END CONTRACT						
<p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR AND OPEN END CONTRACT TO PROVIDE COMPREHENSIVE PROFESSIONAL ADVERTISING AND MARKETING SERVICES FOR THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. A WORD DOCUMENT FOR SUBMITTING TECHNICAL QUESTIONS IS ATTACHED. DEADLINE FOR ALL TECHNICAL QUESTIONS 09/09/11 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS</p>						

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).



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<p>NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</p>						

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<p>APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

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CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:		PAUL REYNOLDS		FILE 33		
RFQ. NO.:		95120001				
BID OPENING DATE:		09/14/2011				
BID OPENING TIME:		01:30 P.M.				
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ 95120001 ***** TOTAL: _____						

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Department of Transportation

ADVERTISING SERVICES

The West Virginia Department of Transportation, hereinafter referred to as "DOT", is soliciting bids for professional advertising services for the DOT Divisions of Highways; Motor Vehicles; Office of Administrative Hearings; Public Transit; Public Port Authority; Parkways, Economic Development and Tourism Authority (WV Turnpike); State Rail Authority and the Aeronautics Commission. An open-end contract will be awarded to the lowest, responsive bidder meeting all mandatory requirements contained in this Request for Quotation for a one year period with options to renew such contract for two additional one year periods.

Mandatory Requirements & Bid Evaluation

Mandatory requirements included herein are intended to establish the minimum required qualification and experience criteria and required scope of services. Any specification containing the word "**must**", "**shall**" or "**will**" is mandatory. Failure to meet any mandatory requirement shall result in disqualification of the bid.

Written questions will be accepted and must be submitted to the Purchasing Division as follows no later than See Page 1:

Questions will be addressed and a formal addendum will be issued accordingly.

Part 1.0 BACKGROUND

The West Virginia Department of Transportation (DOT) is comprised of more than 6,000 men and women who work in the Division of Highways; Division of Motor Vehicles; Office of Administrative Hearings; Division of Public Transit; Public Port Authority; Parkways, Economic Development and Tourism Authority (WV Turnpike); State Rail Authority and the Aeronautics Commission. It is the mission of the DOT to create and maintain a multi-modal and inter-modal transportation system that supports the safe, effective and efficient movement of people and to provide information and goods that enhances 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.

Part 3.0 Scope of Services and Contract Performance Requirements

The successful vendor shall be solely responsible for providing 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;
- Development of multi-media campaigns including planning, identifying goals, establishing key statements, determining tactics and timeliness, communications planning, public relations planning, summarization of assessments and management of the same;
- Statewide coverage for multi-media advertising placement and/or outreach through various media avenues including television, radio, billboards, posters, outdoor and bus signage, internet/worldwide web, and other promotional materials;

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.**

Costs for subcontracted services shall be paid as a pass-through cost and must be approved prior to completion. A copy of the invoice for any subcontracted service shall be attached to the successful Vendor's invoice for services. The DOT shall pay the approved subcontracted cost and the successful Vendor's hours based on the appropriate service category hourly rate established in the contract and stipulated on the WV-39 Release for each service request.

Any cost that is not specifically listed on the WV-39 shall not be approved for payment. .

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.

ADVERTISING & MARKETING SERVICES

A. Advertising & Marketing Services

Service	Estimated Hours	All Inclusive Hourly Rate	Extended Cost
Television Production	50	\$	\$
Radio Production	25	\$	\$
Media Buys	300	\$	\$
Outdoor Advertising	25	\$	\$
Print Media	25	\$	\$
Internet/Worldwide Web	25	\$	\$
Survey, Analysis, Evaluation	200	\$	\$
Contract Administration/Consultation	25	\$	\$
Grand Total			\$

Note: Bids shall be evaluated on the basis of the lowest Grand Total Cost following confirmation of compliance with all mandatory specification requirements. 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. The contract will be awarded to the lowest, responsive bidder meeting all mandatory requirements.

Vendor

By: _____

Title: _____

Date: _____

Address:

Business Phone No _____

RFQ No. 95120001

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____ 20____

My Commission expires _____, 20 _____

AFFIX SEAL HERE

NOTARY PUBLIC _____