



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
09/12/2011				

BID OPENING DATE: 09/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		LS	915-03	COMPREHENSIVE PROFESSIONAL ADVERTISING/MARKETING SER		
ADDENDUM NO. 1  REVISED SPECIFICATIONS ATTACHED.  ADD: VENDOR PREFERENCE CERTIFICATE  ADDITIONAL TECHNICAL QUESTIONS WILL BE ACCEPTED UNTIL 4:30 P.M. SEPTEMBER 15, 2011.  BID OPENING DATE CHANGED  FROM: 09/14/11 @1:30 P.M.  TO: 09/21/11 @1:30 P.M.  NO OTHER CHANGES						
***** THIS IS THE END OF RFQ 95120001 ***** 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).

ADDENDUM NO. 1  
Department of Transportation

**ADVERTISING SERVICES**  
RFQ DOH95120001

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: of the Addendum.

Paul Reynolds, Senior Buyer  
WV Purchasing Division  
(e-mail address)  
2019 Washington Street, East  
Charleston, WV 25305

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.
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## **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;

- Incorporating appropriate logos and taglines into all campaign materials;
- Detailed media placement reports and other reporting including summary and effectiveness reporting; results, analysis and survey reporting and recommendations;
- Measuring effectiveness/outcome studies;
- Working under short timeframes and deadlines; and
- Television Public Service Announcement (PSA) production.

The successful Vendor shall provide all necessary resources to ensure successful completion of tasks within short time frames when warranted.

The successful Vendor shall provide the expertise, experience and resources necessary to ensure reaching target audiences on a statewide basis.

Vendors must understand and utilize current advertising and marketing trends and work on multiple agency projects concurrently.

The WV DOT shall notify the Vendor of required services in writing, which may be formal or informal at the agency's discretion.

All requests for services under the contract for any DOT Division shall be approved and originated through the DOT Office of Communications. DOT shall not be responsible for payment of any services rendered that are not requested and approved by appropriate DOT Office of Communications staff. Written authorization and approval contact information for the DOT Office of Communications shall be provided the successful vendor immediately following contract award.

The successful Vendor must provide written acknowledgement for receipt of any service request within one business day. The scope of requirements shall be discussed and formalized and a WV-39 Release Order shall be issued by the DOT and will include:

- A detailed description of services needs and requirements;
- Deadline for completion of services;
- Pricing inclusive of hours for completion based on the hourly rates established in the contract for the appropriate service category and any subcontracted services;
- and
- Any reporting requirements and deadlines for receipt.

Services that cannot be provided by the successful vendor that must be subcontracted shall be disclosed to the DOT at the time of the service request acknowledgement. Pricing for any subcontracted service must be approved by the DOT. The DOT has the right to reject proposed subcontractor proposals and require the Vendor to seek other sources.

#### **Part 4.0 Pricing Requirements:**

Vendors **shall** be required to submit cost bids based on the information contained in the attached Bid Form. The total **shall** reflect all costs associated with meeting the requirements 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.**

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  
DOH95120001 BID FORM**

**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	\$	\$
<b>Grand Total</b>			\$

**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 \_\_\_\_\_

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 Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident 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; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; 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% resident 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% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident 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% resident 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% resident 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.

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) reject the bid; 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.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), 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: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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



RFQ No. \_\_\_\_\_

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 exceeds 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 \_\_\_\_\_