



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
10/24/2011				

BID OPENING DATE: 11/09/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 6						
VENDOR'S QUESTIONS AND ANSWERS ATTACHED.						
BID OPENING DATE REMAINS 11/09/11 @1:30 P.M.						
NO OTHER CHANGES.						
0001		LS		915-03		
COMPREHENSIVE PROFESSIONAL ADVERTISING/MARKETING SER						
***** 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 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).

ADDENDUM NO. 6

VENDOR QUESTIONS AND ANSWERS

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QUESTION ONE: No bid evaluation criteria is described with the RFQ. Will points be given for technical proposal, experience, cost, etc. as it typical to State RFQ's? Please describe the evaluation criteria.

ANSWER ONE: Please refer to the bid specifications. An open-end contract will be awarded to the lowest, responsible bidder meeting all mandatory requirements.

QUESTION TWO: Who will judge responses to the RFQ? Will a committee from the WVDOH be assembled to judge the responses or will the state purchasing division evaluate the responses?

ANSWER TWO: This is a Request for Quotation and as such, evaluation is based on the lowest, responsible bidder meeting all mandatory requirements.

QUESTION THREE: Part 2.0/paragraph 3 of the RFQ requires that bidders "shall have completed and/or are engaged in a minimum office projects similar in size and scope within the last five year period in other comparable work environments"

Since no work plan or scope of work is describe in the RFQ that could help us understand what is meant by " projects similar in size and scope" what minimum size and scope criteria should be used to help vendors ensure they meet this requirement?

For example: Is the WVDOH criteria for "projects similar in size and scope" a 12 week, statewide awareness campaign consisting TV, radio, outdoor, print and online media elements versus a two week, statewide print campaign?

ANSWER THREE: DOT projects may vary in size from a \$10k project to projects valued at \$250k. Typically, an average value project would be \$150k. DOT projects can vary in scope, from a 2-week specific highway construction project to a 90-day awareness campaign such as Work Zone Safety. All of the projects will be media buys with limited creative services.

QUESTION FOUR: With regard to research:
a. What is the goal of the market analysis?
b. What specific information is to be gathered through the process?
c. What audiences are to be researched? (Internal/external publics, residents, state workers, elected officials?)
e. What issues/populations have been researched in the past four years?
f. What research methodologies are you considering to support the creative works?

VENDOR QUESTIONS AND ANSWERS

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ANSWER FOUR:

- a. Market analysis is the information provided to assist the DOT in determining which advertising medium(s) are best for the agency's desired demographics, i.e. teen texting.
- b. See response above (a.)
- c. The target audience for projects may vary. For some projects, the target audience may be all inclusive, i.e. the traveling public. Other projects may target specific or project-related demographics.
- e. Some of the recent projects have been:
 - Snow & Ice Control Awareness Campaign
 - Click It or Ticket Awareness Campaign
 - Motor Cycle Safety Campaign
 - Work Zone Safety Campaign
- f. Market consulting and focus groups.