



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

HHR12052

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER
304-558-0067

RFQ COPY

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HEALTH AND HUMAN RESOURCES
VARIOUS LOCALES AS
INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/09/2012				

BID OPENING DATE: 01/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: HHR12052						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						

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.html 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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01/09/2012				

BID OPENING DATE: 01/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE COMPANY DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 3</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		915-03		
PROFESSIONAL ADVERTISING AND MARKETING SERVICES						
***** THIS IS THE END OF RFQ HHR12052 ***** TOTAL:						

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West Virginia Department of Health and Human Resources
RFP HHR12052 Vendor Questions and Responses

1. Section 2.4.1.7 requests "examples of media effectiveness measures/evaluation".

1A. What types of "effectiveness measures/evaluation" have been used in the past or are in place now?

1A. Effectiveness measures/evaluation reports may be viewed on our website at <http://www.wvdhhr.org/bph/hsc/statserv/viewer.asp?target=http://www.wvdhhr.org/bph/hsc/pubs/briefs/003&Source=pub.asp&DocID=44>

1B. Please provide copies of any reports or documents that measured effectiveness in the recent past.

1B. DHHR effectiveness reports may be viewed on our website at <http://www.wvdhhr.org/bph/hsc/statserv/viewer.asp?target=http://www.wvdhhr.org/bph/hsc/pubs/briefs/003&Source=pub.asp&DocID=44>

2. 2A. Many media outlets offer discounts to advertising agencies. Typically these discounts are 15% of gross charges. The Gross charges minus the discount are typically referred to as Net cost. Should the percentage for "Media Buying Add-on" (requested on Attachment C) be based on the Net or Gross amounts?

2A. Net amounts.

3. 3A. What was the total expenditure by DHHR for each of the last three fiscal years for services under the current contract?

3A. An estimate of total expenditures for the DHHR media contract for the last three fiscal years is \$3.7M per state fiscal year.

3B. What portion of these expenditures represent other agencies that "piggybacked" on the contract?

3B. DHHR does not track expenditures of other state agencies.

4. 4A. What types of social media have been used in the past?

4A. Facebook, Twitter, YouTube.

4B. What social media efforts have yielded the greatest audience response for the DHHR?

4B. This information is unavailable.

4C. What types of social media activities are currently in place and ongoing?

4C. Facebook, Twitter, YouTube.

5. Section 2.4.1.10 request "plans for public relations associated with a media campaign or project.

5A. Please provide a comprehensive description/schedule of the these efforts over the last three years, i.e. describe media campaign and the public relations activities used to support the campaign.

5A. An example is the recent H1N1 Influenza Pandemic media campaign consisting of print materials, i.e., pamphlets, posters and table top displays; tv, radio and newspaper ads; and collaborative efforts with our community and government partners.

5B. Please describe the nature of media campaigns that will require a public relations components over the next three years.

5B. Tobacco cessation; immunization efforts; behavioral health outreach; social services campaigns such as heating assistance, children in foster care and adoption; Medicaid (medical insurance) coverage; and, child support enforcement initiatives. Potential bids for the department's advertising contract must demonstrate that a targeted audience can be reached using effective public relations tools.

6. Section 2.4.1.9 requests a demonstrated " ability to provide qualitative and quantitative formative research for new projects or interventions..."

6A. Please describe the number and nature of research projects that have been completed in the last three years under the current contract.

6A. Descriptions and numbers of completed research projects can be viewed on our website at <http://www.wvdhhr.org/bph/hsc/statserve/viewer.asp?target=http://www.wvdhhr.org/bph/hsc/pubs/briefs/003&Source=pub.asp&DocID=44>
Responses to this proposal (HHR12052) should demonstrate the vendor's ability to conduct such research on our behalf.

6B. Please describe the specific new projects or interventions or those that could be initiated under new contract.

6B. Examples are not applicable. The DHHR is not seeking review or critique of new agency campaigns or interventions in this proposal (HHR12052). Responses to this proposal should demonstrate the vendor's ability to develop media campaigns.

7. Section 2.4.1.8 Demonstrate the process for market analysis/target market identification.

7A. Does the word "market" as it is used here refer to a geographic area or demographic group?

7A. Both geographic area and demographic group.

7B. What type of market analysis/target market identification have been used in the past?

7B. The advertising agency determines market analysis and target audience.

7C. Please provide a target market analysis completed in the last three years?

7C. Examples of WVDHHR media targeted to specific markets can be viewed at www.wvdtg.org.

8. Section 2.4.1.1 requests examples of Marketing and Communications plans that agencies responding to this RFP have produced in the last three years.

8A. Please provide an example of a plan or plans the DHHR has implemented in the last three years.

8A. DHHR has not implemented any written marketing and communications plans in the last three years.

9. Section 2.4.2 refers to the services of a vendor to provide event and conference planning for state-wide and regional conferences, workshops and/or meetings.

9A. Please provide an estimate of approximately how many conferences the agency holds per year and the range in number of participants attending.

9A. Conference planning and scheduling is determined on a program by program basis and may change yearly depending on program funding. Potential vendors may expect that this department has conferences and workshops throughout the year. Conferences and workshops may also run concurrently based on the size and number of DHHR bureaus and programs. The number of participants may vary from a small group of less than 100 to a larger group of 800 or more.

9B. Also, under that same section, is the selected vendor able to add a standard mark-up to the pass-through expenses related to the conference (catering, room rental, etc.), prior to billing DHHR?

9B. So-called "pass-through" expenses related to conferences and workshops are considered meeting facilitation expenses and should be billed by the vendor according to the contract agreement in place with WVDHHR.

10. 10A. Can you provide an expected timeframe for the revised Addendum to be posted, with the opportunity for vendors to still meet the 1/17/2012 bid opening date?

10A. The bid opening date is proposed for January 24, 2012, as noted in Addendum #2.

11. 11A. Regarding section 2.4.1.13, Can you give any additional insight as to what the agency is looking for and/or how they would like this quantified in the response?

11A. Potential bids for the department's advertising contract should demonstrate sound management of project funds/budget. A potential bidder may determine how they will demonstrate this.

12. 12A. The bid itself is titled an RFQ but references RFP in most of the copy, so we just wanted to verify that it is in fact being treated as an RFP.

12A. DHHR RFP - HHR12052 is an RFP – Request for Proposal as clarified in Addendum #1.

13. 13A. Can you provide a list of current agencies who are "piggy-backing" on this current DHHR contract?

13A. DHHR does not track other agency use of this contract.