**PURCHASE ORDER**

**MCTC**

Marshall Community & Technical College

**Office of Business Services**
P.O. Box 1539
Huntington, WV 25716-1539

**PURCHASE ORDER RFP#**
MCTCMKTAD10

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**TO:**
Fishknee Company I, Inc.
d.b.a. Bulldog Creative Services
916 5th Avenue, Suite 305
Huntington, WV 25701
PHONE: 304/525.9600 FAX: 304/525.4043
FEIN/SSN: 27-0086421

**Vendor Code**

**Ship to:**
MCTC
917 Third Avenue, Suite 201
Huntington, WV 25701

**THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRESENTED ON PAGE TWO THEREOF AND AS SET FORTH HEREIN**

**WVFIMS Account#**
VARIOUS

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<th>SHIP VIA</th>
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**CONTRACT ACCEPTANCE**

Issuance of contract in agreement with all terms, conditions, requirements and/or specifications as provided within the issued RFP MCTCMKTAD10 for comprehensive professional advertising and marketing services for overall branding awareness and student recruitment.

On behalf of the Institutional Board of Governors, MCTC hereby accepts the proposal of:
Fishknee Company I, Inc. dba BULLDOG CREATIVE SERVICES

**SIGNED BY:** Chris Michael
**TITLE:** Chief Executive Officer
**ON:** October 31, 2009

**APPROVED AS TO FORM THIS** 30th **DAY OF November, 2009**

**ATTORNEY GENERAL**

**BY:** [Signature]

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**LINE #** | **FUND** | **ORGAN** | **ACCOUNT** | **Encumber Amount** | **TOTAL** | **OPEN END**
---|---|---|---|---|---|
1 | Various | Various | Various | OPEN END | OPEN END |
2 | Various | Various | Various | OPEN END | OPEN END |
3 | Various | Various | Various | OPEN END | OPEN END |

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**Mail Original Invoice and 1 Copy to:**
MCTC Accounts Payable
P.O. Box 1539
Huntington, WV 25716-1539

**Authorized Signature**

[Signature]

11/20/09

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**MCTC IS06 35**
**Version 1.0**
REQUEST FOR PROPOSAL

MCTC
Montgomery Community & Technical College

Office of Business Services
P.O. Box 1539
Huntington, WV 25716-1539

PROPOSAL #
MCTCMKTAD10

Direct all inquiries regarding this order to: (304) 696.3742
For Information call:
Buyer: Herbert J. Karlet
Phone: 304/696.3742

FEIN/SSN:

Sealed requests for proposals furnishing services described below will be received by the institution. TO RECEIVE CONSIDERATION FOR AWARD, THE PROPOSAL WILL BE SUBMITTED ON THIS FORM IN ORIGINAL, SIGNED IN FULL IN INK AND (5) COPIES, AND RECEIVED IN THE OFFICE OF BUSINESS SERVICES TO HAVE A DATE/TIME STAMP AFFIXED, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE PROPOSAL OPENING. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRINTED ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.

DATE DELIVERY DEPARTMENT PROPOSAL OPEN BIDDER MUST ENTER
10/07/09 REQUIREMENTS REQUISITION NO. OPEN DATE 10/07/09 DELIVERY DATE FOR EACH ITEM BID

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<tr>
<th>Item #</th>
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<th>Description</th>
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REQUEST FOR BIDS

Marshall Community and Technical College (MCTC) is soliciting proposals to provide comprehensive professional advertising and marketing services for overall branding awareness and student recruitment.

MCTC will accept sealed bid proposals until 12:00p.m. (Noon) on the bid opening date. Bid proposals will be opened and read aloud and recorded in the Office of Business Services located at 917 Third Avenue, Suite 201, Huntington, WV on November 4, 2009 at 1:30p.m.

To the Office of Business Services:

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within 30 calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from HUNTINGTON, WV within _______ days.

FOB Terms

After receipt of order at address shown:

Forms

Bidder’s name Vendor

Signed By

Typed Name

Title

Street Address

City/State/Zip

Date 10/6/09

FEIN

Chris Michael

CEO

916 S 5th Ave Suite 305

Huntington, WV 25701

Phone (304) 526-9600

27-0086421
REQUEST FOR PROPOSAL
(Marshall Community & Technical College and RFP: MCTCMKTAD10)

PART 1

GENERAL INFORMATION

1.1. Purpose
Marshall Community and Technical College (MCTC) is soliciting proposals to provide comprehensive professional advertising and marketing services for overall branding awareness and student recruitment.

1.2. Project
MCTC desires to obtain the services of a qualified vendor that has experience and expertise in providing creative public relations services, media and consultation services, research analysis and technical assistance in developing and implementing comprehensive and integrated college marketing, advertising, and public relations campaigns.

The vendor is to provide staff support and services for ongoing promotional activities with an initial response time of 60 minutes, or less.

1.3. Request for Proposal (RFP) Format
The RFP has four parts; “Part 1” contains general information; “Part 2” describes the background and working environment of the project; “Part 3” is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and, “Part 4” explains the required format of the Vendor’s response to the RFP including the evaluation criteria MCTC will use in evaluating the proposals and how the evaluation will be conducted.

1.4. Inquiries
Additional information inquiries regarding specifications of this RFP must be submitted in writing to the MCTC Chief Procurement Officer (CPO) with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the “Schedule of Events” - Part 1, Section 1.16 of this RFP. All inquiries of specification clarification must be addressed to:

Herbert J. Karlet, Vice President-CFO/CPO
PO Box 1539
917 Third Avenue, Suite 201
Huntington, West Virginia 25716-1539
Telephone: (304) 696-3742
Fax: (304) 522.3023
Email: karlet@mctc.edu

The vendor, or anyone on the vendor’s behalf, is not permitted to make any contact whatsoever with any member of the Evaluation Committee as it relates to the requested services, terms and conditions as set forth in this RFP. Violation of this clause may result in a rejection of the bid. The CPO named above is the sole contact for any and all inquiries after this RFP has been released for bid.
1.5. **Vendor Registration**

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1 – Exhibit C) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must register and pay the fee prior to the award of an actual purchase order or contract.**

1.6. **Oral Statements and Commitments**

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between vendor’s representatives and any MCTC personnel are **not binding.** Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.7. **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of vendor’s abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8. **Labeling of RFP Sections**

The sections within this RFP contain instructions governing how the vendor’s proposal is to be arranged; submitted; and, to identify the material to be included therein.

1.8.1. **Mandatory Requirements**

The mandatory sections included in Part 3 and Part 4 requires a response, and they describe the minimum requirements requested in the RFP. Any specification or statement containing the word “must” is mandatory. The vendor is required to meet the intent of the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple “yes” or “no” response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the vendor. Decisions regarding compliance with the intent of a mandatory requirement shall be the sole discretion of the CPO.

1.8.2. **Contract Terms and Condition**

Details of contractual terms and conditions under which MCTC will enter into a contract are detailed in Part 3 “Procurement Specifications” of this RFP.

1.8.3. **Informational Sections**

All information specifications included in Part 1 and Part 2 of this RFP do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of MCTC.

1.9. **Proposal Format and Submission**

1.9.1. Vendors must provide a response to all mandatory specifications in order to be considered and to continue in the evaluation process. Failure on the part of the vendor to respond to specific requirements detailed in the RFP may be basis for disqualification of the proposal. Each proposal must be formatted as per the outline in Part 4 of this RFP; no other arrangement or distribution of proposal information may be made by the vendor. MCTC reserves the right to waive any informality in the proposal format and minor irregularities.
1.9.2. West Virginia state law requires that the original technical and cost proposal be submitted to MCTC Business Services along with the requested number of designated convenience copies. All copies must be submitted to the MCTC Office of Business Services by **12 p.m., Noon (EST)** on the date stipulated within this RFP as the opening date. All bids will be date and time stamped to verify official time and date of receipt.

1.9.3. Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11 (Exhibit A.2), MCTC cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with West Virginia state law and the administrative rules and regulations.

**Vendors responding to this RFP shall submit:**

One original technical and cost proposal plus five (5) convenience copies by 12:00 p.m., Noon (EST), November 4, 2009 to:

**MCTC**  
**Office of Business Services**  
**PO Box 1539**  
**917 3rd Avenue, Suite 201**  
**Huntington, WV 25716-1539**

The outside of the envelope or package(s) should be clearly marked:

- **Buyer:** Herbert J. Karlet  
- **Req#:** MCTCMKTAD10  
- **Opening Date:** November 4, 2009  
- **Opening Time:** 1:30 p.m.

1.9.4. Best Value Purchasing Standard Format

All Request for Proposals (RFP) shall follow the standard format defined by the MCTC Office of Business Services. This format addresses required areas and enables the college to modify the background and scope of work to meet its needs.

1.9.4.1. **Evaluation Criteria**

   All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2. **Proposal Format and Content**

   Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3. **Technical Bid Opening**

   The MCTC Office of Business Services will open only the technical proposals on the date and time specified in the Request for Proposal. If required, a Business Service representative will read aloud the names of those who
responded to the solicitation to confirm receipt and to confirm that the original bid package contained a separately sealed cost proposal.

1.9.4.4. *Technical Evaluation*
An Evaluation Committee will review the technical proposals, assign appropriate points and make a final written consensus recommendation to the CPO.

1.9.4.5. *Cost Bid Opening*
After the CPO's approval of the technical evaluation, each vendor's cost proposal will be opened, reviewed and evaluated.

1.9.4.6. *Cost Evaluation and Resident Vendor Preference*
The CPO will review the cost proposals and assign appropriate points and will make the determination of the Resident Vendor Preference, if WV State Code §5A-3-37 (Exhibit A.3), 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 West Virginia State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process (Exhibit D).

1.9.4.7. *Contract Approval and Award*
The CPO will provide to the Evaluation Committee the point assignments based solely on the Cost Proposals received and if applicable, the Resident Vendor Preference. The Evaluation Committee performs a final review of both the cost and technical proposals point assignments and then makes a recommendation based on the highest scoring vendor to the CPO.

Once approved by the CPO, the contract is signed and forwarded, if required, to the Attorney General's Office for approval as to form, encumbered, and mailed to the appropriate parties.

1.10. *Rejection of Proposals*
MCTC shall select the best value solution according to the evaluation criteria. However, the CPO reserves the right to accept or reject any or all proposals, in part or in whole at his discretion. The CPO reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the CPO confers no rights upon the vendor nor obligates MCTC in any manner. Any contract based on this RFP and the vendor's proposal may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by MCTC's CPO and approved as to form, if required, by the Attorney General.

1.11. *Incurring Costs*
MCTC and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.
1.12. **Addenda**
If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by MCTC to all bidders of record.

1.13. **Independent Price Determination**
A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offer or with any competitor.

1.14. **Price Quotations**
The price(s) quoted in the vendor’s proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15. **Public Record**

1.15.1. *Submissions are public record*
All documents submitted to the Office of Business Services related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by vendors shall become public information and are available for inspection during normal office business hours in the Office of Business Services after the bid opening.

1.15.2. **Written Release of Information**
All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document at current established rates, $0.50/page, or a minimum of $10.00 per request whichever is greater.

1.15.3. **Risk of Disclosure**
The only exemptions to disclosure of information are listed in West Virginia State Code §29B-1-4 (Exhibit A.5). Primarily, only trade secrets as submitted by a vendor are exempt to public disclosure. The submission of information to the State of West Virginia by a vendor puts the risk of disclosure on the vendor. The State of West Virginia will make a reasonable effort not to disclose information that is within the guidelines of West Virginia State Code §29B-1-4 (Exhibit A.5) and is properly labeled “proprietary information not for public disclosure”. The State of West Virginia does not guarantee non-disclosure of any information to the public.

1.16. **Schedule of Events**
- Release of RFP MCTCMKTAD10: 10-07-2009
- Bidders written questions**: 10-19-2009
- Addendum Issued/Response to bidder questions: 10-21-2009
- Bid Opening date: 11-04-2009

**NOTE:** Questions must be submitted in type written form (or e-mail) to the MCTC CPO by 10/19/09. A response will be provided as an official issued addendum to this RFP.
PART 2  OPERATING ENVIRONMENT

2.1. Location
Contract administration is located at:

MCTC
Office of Business Services
917 3rd Avenue, Suite 201
Huntington, WV 25701

2.2. Background
Marshall Community and Technical College (MCTC) is one of West Virginia’s ten public community and technical colleges with a Fall, 2009 headcount enrollment of approximately 2,800 students. MCTC offers 60 Associate Degrees and 15 Certificate Programs in the areas of Allied Health and Life Sciences, Business and Information Technology, Liberal Arts and Human Services, and Occupational Development.

Marshall Community College was founded in 1975 as a separate college within Marshall University to better serve students by bringing together many of the two-year associate degree programs under one college. Classes began in the fall of 1975 with a wide range of programs. From the outset, the college’s mission has been to provide two year associate degrees as well as provide continuing education and community service.

In 1993, the college name changed to Marshall Community and Technical College to better reflect the technical nature of many of the programs offered. On October 30, 2003, Marshall Community and Technical College became accredited as an independent institution by The Higher Learning Commission, North Central Association of Colleges and Schools.

Prior to Fiscal Year 2009, MCTC was a separately accredited institution, administratively-linked to Marshall University. MCTC’s financial information was included with the Marshall University Financial Statements through Fiscal Year 2008. With the passage of House Bill 3215 during the 2008 session of the West Virginia Legislature, effective July 1, 2008, MCTC became a freestanding and independent institution no longer administratively-linked to the four-year campus of Marshall University.

MCTC is now governed by a separate Board of Governors. This twelve (12) member Board was established by House Bill 3215 (Exhibit B), effective July 1, 2008. The powers and duties of the Board include, but are not limited to, the power to determine, control, supervise and manage the financial, business, and educational policies and affairs of MCTC.

PART 3  PROCUREMENT SPECIFICATIONS

3.1. General Requirements
MCTC requires professional advertising and marketing services capable of providing creative public relations services, media and consultation service, research analysis and technical assistance in developing and implementing comprehensive integrated marketing, advertising and public relations campaigns. Vendor shall demonstrate the ability to understand and utilize the latest “cutting edge” types of advertising. The college seeks a vendor who will provide dedicated account services, creative services, talent, production, and technical expertise and assistance in developing and implementing advertising and promotional campaigns,
promotional activities, student recruitment, and other marketing-related services. Such services include but are not limited to radio, television, internet, and print advertising, printed materials, supplemental planned event staffing, website design, research, and the development and procurement of promotional items. Daily pickup and delivery of any hard copy correspondence between the college and the vendor must be available.

The successful vendor must establish a liaison office within 60 miles of Huntington (Cabell County) to enable one hour response time for the duration of the contract term.

3.2. **Scope of Work**

3.2.1. **The successful Vendor must have the ability overall to provide the following:**

3.2.1.1. Advise, counsel, and make recommendations with respect to; media selection, public relations, themes, copy, multi-media presentations, and positioning.

3.2.1.2. Complete analysis of relevant advertising provided by and through MCTC. Provide evaluation of awareness, impact, stages of change status, opinion, and understanding of various strata of West Virginia, the Huntington, WV-Ashland, KY-Ironton, OH tri-state population, the surrounding counties, and prospective national and international students and alumni.

3.2.1.3. Development of promotional materials to be used in advertising, marketing, student recruitment, and public relations activities for MCTC.

3.2.1.4. Working relationship with the various MCTC Divisions to develop, produce, and place advertising materials in various advertising media, including: state, national, and international publications, television and radio broadcasts, outdoor advertising, the internet, direct and electronic mailing, and other methods as appropriate and that:

3.2.1.4.1. Demonstrates a comprehensive understanding of the mission of MCTC and the historic context in which the institution has evolved.

3.2.1.5. Development of a comprehensive public relations and communications campaign.

3.2.1.6. The existence of professional relationships that will develop and cultivate value-added cooperative and corporate sponsorships to enhance and expand the delivery of MCTC’s services and connectivity to other two-year community and technical colleges and universities.

3.2.1.7. Full public relations and community relations services in the form of qualified staff in addition to the dedicated account representatives, to be utilized on an ad hoc basis, when needed.

3.2.1.8. Professional services necessary to develop and maintain successful marketing and student recruitment campaigns.
3.2.1.9. Staff to develop advertising, promotion and publicity materials including, but not limited to, television, radio, and print ads, website and collateral material.

3.2.1.10. The ability to purchase electronic (radio, TV, Internet) media that will be placed directly with stations, networks, and cable systems at the local, regional, and national levels. Use of any national media must have prior written approval from MCTC. Should MCTC request to place advertising outside the local or regional level, the charge for this service is to be determined prior to placing advertising by mutual consent and agreed upon in written form. MCTC also reserves the right to direct media placement and use production services other than the Vendor.

3.2.1.11. MCTC incurs the benefit of all media cash discounts, frequency discounts, or special adjustments allowed to the Vendor placed for and on behalf of MCTC. The Vendor must make available to MCTC proof of payment of all invoices, including broadcast affidavits, and proof of payment of all invoices or materials for the MCTC account. Such proof shall be made available to MCTC for audit monthly.

3.2.1.12. The ability for MCTC to provide input when determining the proper time schedule in which all advertising and promotions are to take place. MCTC shall approve all work to be written, developed, or otherwise performed by the Vendor before any costs are incurred by the Vendor.

3.2.1.13. An estimate of total expenditures for MCTC advertising and promotions program shall not exceed the amount set by MCTC unless such change is requested, and by mutual consent, is agreed upon.

3.2.1.14. All contracts, papers, correspondence, copy, books, accounts, expenses incurred by Vendor, and other information in the Vendor’s care relating to the business of MCTC must be open to inspection and examination by an authorized representative of MCTC at all reasonable times.

3.2.1.15. All layouts, sketches, artwork, and copy, including but not limited to advertising copy, film, typesetting, photocopies, story boards, and computer data storage media used in the production of other materials developed or placed by the Vendor for MCTC shall become the exclusive property of MCTC.

3.2.1.16. Pass through billing services at no additional charge or commission to MCTC with the exception of Media Buying and Subcontractors as provided in Part 4, Section 4.5 “Media Add-On Percentage” of this RFP.

3.2.1.17. Vendor must present MCTC with a work plan for prior written approval of all work to be initiated. Divisions within MCTC can request more detailed work plan information from the Vendor such as budgetary costs and personnel staffing.
3.2.1.18. The vendor is responsible for finding low cost providers and negotiating favorable rates for all purchases. The vendor must abide by state purchasing regulations regarding the bid process. Documentation is to be provided to the college showing compliance whenever written bids are required.

3.2.2. Location of Representatives
The representatives from the vendor assigned to MCTC should be available at all times, on-call, within a 60 minute request time. The account representatives will be expected to attend monthly or quarterly marketing meetings, ad hoc marketing meetings, and special promotional meetings. Therefore, it is in the best interest of MCTC for the vendor or their branch office to be located within an area in or near Huntington, WV that is accessible to MCTC administration.

3.2.3. Experience
All bidders will furnish the College with evidence of their ability to provide experienced personnel in the areas required of this RFP. Experience within the Higher Education area is required, with special emphasis on Community and Technical Colleges. The College reserves the right to request staff changes throughout the terms of the contract.

3.2.3.1. The vendors’ organizational chart shall be included.

3.2.3.2. Resumes of staff to be assigned to this project shall be included.

3.2.3.3. A list of references shall be provided.

3.3. Special Terms and Conditions

3.3.1. Insurance Requirements
The Vendor, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents. The successful vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

- For bodily injury (including death)
  $500,000 per person up to $1,000,000 (one million dollars) per occurrence.

- For property damage
  Up to $1,000,000 (one million dollars) per occurrence.

- Professional liability
  Up to $1,000,000 (one million dollars) per occurrence.

- Acts, errors and omissions
  Up to $1,000,000 (one million dollars) per occurrence.

Insurance policy must remain in effect for the term of the contract.

3.3.2. Special License Requirements
Vendor must obtain all licenses required to legally perform comprehensive advertising services. The Vendor must possess knowledge, experience, and academic training in
market and survey research. Additionally, the Vendor shall be a member of a national professional organization such as: The Marketing Research Organization, the Council of American Survey Research Organizations, the Association of Consumer Research or the American Marketing Association. Vendor must submit proof of qualification with proposals.

3.3.3. **Litigation Bond**
Not applicable to this RFP.

3.3.4 **No Debt Affidavit — (Exhibit E)**
West Virginia State Code §5A-3-10a-(3)(d) (Exhibit A.1) requires that vendors submit an affidavit of debt which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The No Debt Affidavit is attached to this request for proposal which must be completed, signed and returned with the vendor’s proposal. If bidding a joint proposal, a No Debt Affidavit must be completed for both vendors.

3.3.4 **Agreement Addendum — (Exhibit F)**
Any contract resulting from an award from this RFP and a vendor’s proposal must include, but is not limited to, in its terms and conditions all mandatory sections contained herein. Failure of the successful vendor to sign an Agreement Addendum (Form WV-96) as part of the contract may result in the withdrawal of the RFP from the evaluation process.

3.3.5 **Debarment and Suspension**
Vendor will not be considered in the proposal process if debarred or suspended. Vendor must certify that they are not debarred or suspended. Successful vendor must also certify that no entity, agency, or person associated with the vendor is debarred or suspended.

3.4. **General Terms and Conditions**
By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in this section of the RFP.

3.4.1. **Conflict of Interest**
Vendor affirms that it, its officers or members or employees presently have no interest and must not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor must periodically inquire of its officers, members, and employees concerning such interest. Any such interests discovered must be promptly presented in detail to MCTC.

*All Vendors must submit with the proposal a written statement of disclosure of affiliation or contractual relationships, direct and indirect, with any other institutions of higher learning. This includes any organization that pursues post-secondary students.*

If the vendor enters into any other relationship with a previously described learning institution, MCTC must be notified immediately.
3.4.2. **Prohibition against Gratuities**
Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the Vendor or company regularly employed as its marketing Vendor to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, MCTC shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

3.4.3. **Certifications Related to Lobbying**
Vendor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor must complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.4.4. **Vendor Relationship**
The relationship of the Vendor to MCTC shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and Vendors.

Vendor must be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor nor any employees or contractors of the Vendor shall be deemed to be employees of MCTC for any purpose whatsoever.

Vendor shall be exclusively responsible for the payment of employees and contractor, including wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to 'Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.
Vendor shall not bring any type of legal action, and shall hold harmless, as well as provide MCTC with a defense against, any and all claims that the State is held responsible for, including but not limited to the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without the expressed written consent of MCTC.

3.4.5. Indemnification
The Vendor agrees to indemnify, defend and hold harmless MCTC, their officers, and employees from and against: (1) Any claim or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

After the successful Vendor is selected, a formal contract document will be executed between MCTC and the Vendor. In addition, the RFP and the Vendor’s response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor’s proposal in response to the RFP.

3.4.7. Governing Laws
This contract shall be governed by the laws of the State of West Virginia. The Vendor shall comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.

3.4.8. Compliance with Laws and Regulations
In addition to the requirement of Part 3, Section 3.3 of this RFP, the contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated therein. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that MCTC is exempt from any taxes regarding performance of the scope of work of this contract.

3.4.9. Subcontracts/Joint Ventures
The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. MCTC will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of MCTC, enter into written subcontracts for performance of work.
under this contract; however, the vendor is totally responsible for payment of the subcontractor.

3.4.10. Term of Contract & Renewals
This contract will be for a period of one (1) year, with an effective beginning date of January 1, 2010, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The “reasonable time” period shall not exceed twelve (12) months. Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor’s required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by MCTC and such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by MCTC upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

3.4.11. Non-Appropriation of Funds
If MCTC is not allocated funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, MCTC may terminate the contract at the end of the affected current fiscal period without further charge or penalty. MCTC shall give the Vendor written notice of such non-allocation of funds as soon as possible after MCTC receives notice. No penalty shall accrue to MCTC in the event this provision is exercised.

3.4.12. Contract Termination
MCTC may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. MCTC shall provide the Vendor with advance notice of performance conditions which are endangering the contract’s continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, MCTC shall issue the Vendor an order to cease and desist any and all work immediately. MCTC shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties within thirty (30) days prior to notice.

3.4.13. Changes
If changes in the original contract become necessary, a formal contract change order will be negotiated by MCTC and the Vendor, to address changes to the terms and conditions, costs, or work included under the contract. An approved contract change order is defined as one approved by MCTC and if required the West Virginia Attorney General’s Office prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements. No changes are to be implemented except with the approval of MCTC and shall be limited to ten percent (10%) of the original contract award amount. As soon as possible after receipt of a written change request from MCTC, but in no event more than thirty (30) days thereafter, the Vendor shall
determine if there is an impact on price with the change requested and provide MCTC a
written statement to identifying any price impact on the contract or to state that there
is no impact. In the event that price will be impacted by the change, the Vendor shall,
provide a description of the price increase or decrease involved in implementing the
requested change.

NO CHANGES SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE
VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER; to proceed on verbal
approval only is to do so at the VENDOR’S own risk.

The individual MCTC Department Spending Unit must contact the successful vendor for
requesting media and advertising services. The successful vendor is to prepare a work
plan to accomplish requested services. The work plan is to be submitted to the MCTC
Department Spending Unit who will acquire an approval of MCTC Business Services.
Upon a MCTC Business Services approval, the Spending Unit enters information into the
BANNER procurement database. After the Spending Unit has made the entry into
BANNER, MCTC Business Services will review for compliancy with state purchasing rules
and regulations and approve. Upon approval by MCTC Business Services, a formal
contract release order is submitted to the Vendor as notification to proceed with
services. Vendor is not to proceed until vendor is in receipts of an approved signed
contract release order purchase order.

3.4.15. Invoices, Progress Payments, & Retainment
The Vendor shall submit invoices, in arrears, to MCTC Accounts Payable at the address
listed on each approved contract release order pursuant to the terms of the contract.
Progress payments may be made at the option of MCTC on the basis of percentage of
work completed if so defined on the release order. Any provision for progress payments
must also include language for a minimum ten percent (10%) retention until the final
deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work
plan at which compensation would be appropriate. Progress reports must be submitted
to MCTC Business Services with the invoice detailing the progress completed or any
deliverables identified. Payment will be made only upon approval of acceptable
progress or deliverables as documented in the Vendor’s report. Invoices may not be
submitted more than once monthly and State law prohibits payment of invoices prior to
receipt of services.

3.4.16. Record Retention & Confidentiality
Vendor shall comply with applicable Federal and State of West Virginia rules and
regulations, and requirements governing the maintenance of documentation to verify
any cost of services or commodities rendered under this contract by Vendor. The
Vendor shall maintain such records a minimum of three (3) years and make available all
records to MCTC personnel at Vendor’s location during normal business hours upon
written request by MCTC within ten (10) days after receipt of the request.

Vendor shall have access to private and confidential data maintained by MCTC to the
extent required for Vendor to carry out the duties and responsibilities defined in this
contract. Vendor agrees to maintain confidentiality and security of the data made
available and shall indemnify and hold harmless MCTC against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

3.4.17. Bureau of Employment Programs regulations
West Virginia State Code §21A-2-6(18) (Exhibit A.4) prohibits the State or MCTC from contracting with any Vendor not in compliance with the regulations set forth by the Bureau of Employment Programs.

3.4.18. Debarment and Suspension
Vendor will not be considered in proposal process if debarred or suspended. Vendor must certify that they are not debarred or suspended. Successful vendor must certify that no entity, agency, or person associated with the vendor is debarred or suspended.

PART 4 PROPOSAL FORMAT

4.1. Vendor’s Proposal Format
This part of the RFP outlines the format the Vendor must follow in arranging information within Vendor proposal.

- Title Page
  Should state the RFP subject and number, the name of the Vendor, Vendor’s business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

  Include directly after the Title Page all applicable addenda as listed in Part 3 Section 3.3 “Special Terms and Conditions” of this RFP.

- Table of Contents
  Clearly identify the material by Section Title and Page Number as follows:

  Section I Agency Capacity
  A. Experience
  B. Personnel

  Section II Strategic/Creativity
  A. Methodology

  Section III Cost

- Proposal Format
  1) Proposal is to be organized in the above format and must address the requirements of the proposal as requested in Part IV.
  2) Format Length - The proposal shall be formatted as follows:
     Paper size (eight and one half inches by eleven inches (8 ½ x 11))
     Margins (not less than one inch (1”))
     Text – (Single spaced)
     Length – (not to exceed 70 pages, inclusive of any addendum)
The College reserves the right to waive any minor errors and deviations in the proposal format.

Section I  Agency Capacity

A. Experience
- Vendor shall provide an Executive Summary as to the company’s history, experience, and services. Describe your agency in detail.

  Include: size, number, and type of accounts (advertising, marketing, and public relations), length of time in business, in-house capabilities, location of your principal office, number of full and part-time employees, approximate current annual billing.

- Vendor must provide a detailed list of their accounts that are directly related to the promotion of higher education within the past 5 years.

- Vendor must provide a detailed list of work for any higher education agency and the type of service and the dates the service was provided.

- Vendor must explain how they plan to coordinate and communicate with MCTC personnel.

- Vendor must provide a narrative to whom, where, and how the liaison office will organize. (See Part 3, Section 3.1)

B. Personnel
- Vendor must identify all personnel who would be assigned to the MCTC account. Be as specific as possible regarding their particular fields and qualifications. Include resumes and indicate the portion of their time that would be dedicated to this account. Staffing necessary to fulfill requirements is detailed in Part 3 of this RFP.

- Other Higher Education Clients
  Vendor must provide client listing of other Higher Education clients.

Section II  Strategic/Creativity

Vendor must provide a clear and descriptive response as to how they will provide or meet the requirements of Part 3, Section 3.2. Vendor must respond to each requirement of Part 3, Section 3.2 and provide a narrative of their ability to provide the requirements of the proposal.

- Submit methodology based on Part 3, Section 3.2 of this RFP. When assembling the methods to be utilized in accomplishing the RFP please take into account the following:

  Vendor must identify what their agency can offer specific to this proposal in the area of market research and evaluation, and what recommendations would you make to MCTC with regard to pre-testing and post-testing educational messages. Provide examples of the process that might be undertaken.
Section III  Cost

Provide cost information for the proposal. Refer to the "Cost Proposal Format", Part 4, Section 4.5 of this RFP.

4.2. Evaluation Process

Proposals will be evaluated by a committee of four (4) individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications, attains the final highest point score of all vendors (possible one-hundred (100) points maximum) may be awarded the contract.

The recommendation of the successful Vendor will be made by a consensus of the Evaluation Committee. The criteria and the assigned weight factors are provided in Part 4, Section 4.3 of this RFP.

4.3. Evaluation Criteria

The following are the factors and point values.

<table>
<thead>
<tr>
<th>Metric</th>
<th>Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Capacity</td>
<td>35</td>
</tr>
<tr>
<td>Strategic/ Creativity</td>
<td>35</td>
</tr>
<tr>
<td>Cost (Refer to Part 4, Section 4.5)</td>
<td>30</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

Each cost proposal will be evaluated by use of the following formula:

\[
\frac{\text{Lowest Price of All Proposals}}{\text{Price of Proposal being Evaluated}} \times 30 = \text{Price Score}
\]

4.4. Minimum Acceptable Score

Vendors must score a minimum of 70% of the total technical points possible. The minimum qualifying score would be 70% (70 points) or a score of forty-nine (49) points, for criteria (I and II) to be eligible for further consideration and to continue in the evaluation process. All Vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

MCTC may select the successful Vendor's proposal based on best value purchasing which is not necessarily the lowest price submitted by a Vendor. Cost is considered, but is not the sole determining factor for award. MCTC does reserve the right to accept or reject any or all of these proposals, in whole or in part, if to do so is in the best interests of MCTC.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. MCTC reserves the right to ask Vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after bid opening. Presentations may be requested, at the discretion of the Evaluation Committee.
4.5. COST PROPOSAL FORM

Marshall Community and Technical College (MCTC)

Vendor Name:

I. Information

To facilitate evaluation of this RFP, we have included estimations for hours and dollar values. These quantities on the Cost Proposal Form are solely for the purpose of evaluation and are not indicative of any anticipated usage in the future by MCTC. There is no guarantee that MCTC will use a set amount of Services, or that MCTC will use all of the Services.

Amounts quoted must be all-inclusive. No additional amounts, such as for travel or overhead, will be paid to the vendor.

The following information is provided to assist in completing the section below entitled Total Cost of Services Bid.

<table>
<thead>
<tr>
<th>Hourly Rate (including travel and other expenses):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Ad Executive</td>
</tr>
<tr>
<td>Ad Executive</td>
</tr>
<tr>
<td>Graphic Artist</td>
</tr>
<tr>
<td>Administrative/Secretarial</td>
</tr>
</tbody>
</table>

$_________________  $_________________  $_________________  $_________________

Vendor should determine its own fair rate and quote the price it will charge for its in-house professional services. This hourly rate will be the maximum rate allowed for conducting work for MCTC under a contract resulting from this RFP. Solely for the purpose of evaluation of this RFP, it is estimated that 500 hours of hourly rate services will be required annually.

Media Add-On Percentage  _____ %

Vendor should determine its own fair rate and quote the percentage it will charge as a handling fee for all outside purchases of media and advertising services and products. MCTC will not advance the vendor any amount to pay for outside purchases and will reimburse the vendor for all goods and services only after they are provided. Solely for purposes of evaluation of this RFP, it is estimated that $200,000 will be expended annually for outside purchases of products and services. **If the Vendor forgets to provide an add-on percentage quote, it shall be interpreted to mean that no add-on charge is required and none shall be granted.**
II. **Total Cost of Services Bid**

Insert the amounts you bid for the hourly rate and for the service charge, and then perform the calculations shown. Enter the total of all lines on line 6, on the total line.

1. 500 Senior Ad Executive Hours \( \times \$ \) _____ (Hourly Rate Bid) = $ __________

2. 500 Ad Executive Hours \( \times \$ \) _____ (Hourly Rate Bid) = $ __________

3. 500 Graphic Artist Hours \( \times \$ \) _____ (Hourly Rate Bid) = $ __________

4. 500 Admin./Secretarial Hours \( \times \$ \) _____ (Hourly Rate Bid) = $ __________

5. 200,000 \( \times \) _____% (Media Add-On Percentage) = $ __________

6. **Total Cost of Services Bid** = $ __________
COST PROPOSAL FORM

Marshall Community and Technical College (MCTC)

Vendor Name:  EXAMPLE VENDOR

I. Information

To facilitate evaluation of this RFP, we have included estimations for hours and dollar values. These quantities on the Cost Proposal Form are solely for the purpose of evaluation and are not indicative of any anticipated usage in the future by MCTC. There is no guarantee that MCTC will use a set amount of Services, or that MCTC will use all of the Services.

Amounts quoted must be all-inclusive. No additional amounts, such as for travel or overhead, will be paid to the vendor.

The following information is provided to assist in completing the section below entitled Total Cost of Services Bid.

**Hourly Rate (including travel and other expenses):**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Ad Executive</td>
<td>$60</td>
</tr>
<tr>
<td>Ad Executive</td>
<td>$50</td>
</tr>
<tr>
<td>Graphic Artist</td>
<td>$50</td>
</tr>
<tr>
<td>Administrative/Secretarial</td>
<td>$30</td>
</tr>
</tbody>
</table>

Vendor should determine its own fair rate and quote the price it will charge for its in-house professional services. This hourly rate will be the maximum rate allowed for conducting work for MCTC under a contract resulting from this RFP. Solely for the purpose of evaluation of this RFP, it is estimated that 500 hours of hourly rate services will be required annually.

**Media Add-On Percentage**  7.0%

Vendor should determine its own fair rate and quote the percentage it will charge as a handling fee for all outside purchases of media and advertising services and products. MCTC will not advance the vendor any amount to pay for outside purchases and will reimburse the vendor for all goods and services only after they are provided. Solely for purposes of evaluation of this RFP, it is estimated that $200,000 will be expended annually for outside purchases of products and services. **If the Vendor forgets to provide an add-on percentage quote, it shall be interpreted to mean that no add-on charge is required and none shall be granted.**

II. Total Cost of Services Bid
Insert the amounts you bid for the hourly rate and for the service charge, and then perform the calculations shown. Enter the total of all lines on line 6, on the total line.

1. 500 Senior Ad Executive Hours x $ \underline{60} \text{ (Hourly Rate Bid)} = $ \underline{30,000.00}

2. 500 Ad Executive Hours x $ \underline{50} \text{ (Hourly Rate Bid)} = $ \underline{25,000.00}

3. 500 Graphic Artist Hours x $ \underline{50} \text{ (Hourly Rate Bid)} = $ \underline{25,000.00}

4. 500 Admin./Secretarial Hours x $ \underline{30} \text{ (Hourly Rate Bid)} = $ \underline{15,000.00}

5. 200,000 x \underline{7.0} \% \text{ (Media Add-On Percentage)} = $ \underline{14,000.00}

6. Total Cost of Services Bid = $ \underline{109,000.00}

**EXAMPLE ONLY**

*Vendor should insert proposed numbers and complete the calculation on the Cost Proposal Form.*
LIFE OF CONTRACT

This contract becomes effective beginning on January 1, 2010 and extends for a period of one (1) year or until such reasonable time thereafter as is necessary to obtain a new contract. Such “reasonable time” shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the CPO thirty (30) days written notice.

RENEWAL

This contract may be renewed upon mutual written consent, submitted to the CPO thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

CANCELLATION

The CPO reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to specifications of the bid and contract herein.

OPEN MARKET CLAUSE

The CPO may authorize a spending unit to purchase in 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).

TIME

Time consumed in delivery or performance is of the essence.

ORDERING PROCEDURE

Departments shall submit a requisition for commodities covered by this contract to the Business Services Office. Business Services will then issue a purchase order to the vendor as authorization for shipment.

If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

FUNDING PARAGRAPH

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST

Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest changes are deleted.

CONTRACT PRICING

Unless otherwise allowed by the CPO, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the CPO at least thirty (30) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of MCTC. The CPO at MCTC will determine which products will be added. Price decreases will be "passed through" to MCTC.
Request for Proposal
MCTCMKTAD10

EXHIBIT A

Referenced WV State Code Excerpts
§5A-3-10a. Prohibition for awarding contracts to vendors which owe a debt to the state or its political subdivisions.

(a) Unless the context clearly requires a different meaning, for the purposes of this section, the terms:

(1) "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, amounts owed to the Workers' Compensation Funds as defined in article two-c, chapter twenty-three of this code, penalty or other assessment or surcharge 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.

(2) "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, and includes any person or entity that is in employer default.

(3) "Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in section two, article two-c, chapter twenty-three, of this code, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

(4) "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 and whose jurisdiction is coextensive with one or more counties or municipalities.

(5) "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.

(b) 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:

(1) The debt owed is an amount greater than one thousand dollars in the aggregate; or

(2) The debtor is in employer default.

(c) The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, amount owed to the Workers' Compensation Funds as defined in article two-c, chapter twenty-three of this code, 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.

(d) All bids, contract proposals or contracts with the state or any of its political subdivisions submitted or approved under the provisions of this code shall include an affidavit that the vendor, prospective vendor or a related party to the vendor or prospective vendor is not in employer default and does not owe any debt in an amount in excess of one thousand dollars or, if a debt is owed, that the provisions of subsection (c) of this section apply.
§5A-3-11. Purchasing in open market on competitive bids; debarment; bids to be based on written specifications; period for alteration or withdrawal of bids; awards to lowest responsible bidder; uniform bids; record of bids; requirements of vendors to pay taxes, fees and debts; and exception.

(a) The director may make a purchase of commodities, printing, and services of twenty-five thousand dollars or less in amount in the open market, but the purchase shall, wherever possible, be based on at least three competitive bids, and shall include the cost of maintenance and expected life of the commodities if the director determines there are nationally accepted industry standards for the commodities being purchased.

(b) The director may authorize spending units to purchase commodities, printing and services in the amount of two thousand five hundred dollars or less in the open market without competitive bids: Provided, That the cost of maintenance and expected life of the commodities must be taken into consideration if the director determines there are nationally accepted industry standards for the commodities being.

(c) Bids shall be based on the written specifications in the advertised bid request and may not be altered or withdrawn after the appointed hour for the opening of the bids.

(d) A vendor who has been debarred pursuant to the provisions of sections thirty-three-a through thirty-three-f, article three, chapter five-a of this code, may not bid on or be awarded a contract under this section.

(e) All open market orders, purchases based on advertised bid requests or contracts made by the director or by a state department shall be awarded to the lowest responsible bidder or bidders, taking into consideration the qualities of the commodities or services to be supplied, their conformity with specifications, their suitability to the requirements of the government, the delivery terms and, if the director determines there are nationally accepted industry standards, cost of maintenance and the expected life of the commodities: Provided, That state bids on school buses shall be accepted from all bidders who shall then be awarded contracts if they meet the state board's "Minimum Standards for Design and Equipment of School Buses." County boards of education may select from those bidders who have been awarded contracts and shall pay the difference between the state aid formula amount and the actual cost of bus replacement. Any or all bids may be rejected.

(f) If all bids received on a pending contract are for the same unit price or total amount, the director has the authority to reject all bids, and to purchase the required commodities, printing and services in the open market, if the price paid in the open market does not exceed the bid prices.

(g) The bid must be received by the Purchasing Division prior to the specified date and time of the bid opening. The failure to deliver or the non-receipt of the bid by the Purchasing Division prior to the appointed date and hour shall result in the rejection of the bid. The vendor is solely responsible for the receipt of bid by the Purchasing Division prior to the appointed date and hour of the bid opening. All bids will be opened publicly by two or more persons from the Purchasing Division. Vendors will be given notice of the day, time and place of the public bid opening. Bids may be viewed immediately after being opened.

(h) After the award of the order or contract, the director, or someone appointed by him or her for that purpose, shall indicate upon the successful bid that it was the successful bid. Thereafter, the copy of each bid in the possession of the director shall be maintained as a public record, shall be open to public inspection in the office of the director and may not be destroyed without the written consent of the Legislative Auditor.
§5A-3-37. Preference for resident vendors; preference for vendors employing state residents; preference for veteran residents; exceptions.

(a) Other provisions of this article notwithstanding, effective the first day of July, one thousand nine hundred ninety, through the thirtieth day of June, one thousand nine hundred ninety-four, in any instance involving the purchase of construction services for the construction, repair or improvement of any buildings or portions thereof, where the total aggregate cost thereof, whether one or a series of contracts are awarded in completing the project, is estimated by the director to exceed the sum of fifty thousand dollars and where the director or any state department is required under the provisions of this article to make the purchase, construction, repair or improvement upon competitive bids, the successful bid shall be determined as provided in this section. Effective beginning the first day of July, one thousand nine hundred ninety-two, in any instance that a purchase of commodities or printing by the director or by a state department is required under the provisions of this article to be made upon competitive bids, the successful bid shall be determined as provided in this section. The Secretary of the Department of Revenue shall promulgate any rules necessary to: (i) Determine that vendors have met the residence requirements described in this section; (ii) establish the procedure for vendors to certify the residency requirements at the time of submitting their bids; (iii) establish a procedure to audit bids which make a claim for preference permitted by this section and to reject noncomplying bids; and (iv) otherwise accomplish the objectives of this section. In prescribing the rules, the secretary shall use a strict construction of the residence requirements set forth in this section. For purposes of this section, a successful bid shall be determined and accepted as follows:

(1) From an individual resident vendor who has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted or from a partnership, association, corporation resident vendor, or from a corporation 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 four years immediately preceding the date on which the bid is submitted, if the vendor's bid does not exceed the lowest qualified bid from a nonresident vendor by more than two and one-half percent of the latter bid, and if the vendor has made written claim for the preference at the time the bid was submitted: Provided, That for purposes of this subdivision, any partnership, association or corporation resident vendor of this state, which does not meet the requirements of this subdivision solely because of the continuous four-year residence requirement, shall be considered to meet the requirement if at least eighty percent of the ownership interest of the resident vendor is held by another individual, partnership, association or corporation resident vendor who otherwise meets the requirements of this subdivision, including the continuous four-year residency requirement: Provided, however, That the Secretary of the Department of Revenue shall promulgate rules relating to attribution of ownership among several resident vendors for purposes of determining the eighty percent ownership requirement; or

(2) From a resident vendor, 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 and the vendor's bid does not exceed the lowest qualified bid from a nonresident vendor by more than two and one-half percent of the latter bid, and if the vendor has certified the residency requirements of this subdivision and made written claim for the preference, at the time the bid was submitted; or

(3) From a nonresident vendor, which employs a minimum of one hundred state residents or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principle place of business within West Virginia and which employs a minimum of one hundred state residents, 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 or the vendor's affiliate's or subsidiary's employees are residents of
West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid does not exceed the lowest qualified bid from a nonresident vendor by more than two and one-half percent of the latter bid, and if the vendor has certified the residency requirements of this subdivision and made written claim for the preference, at the time the bid was submitted; or

(4) From a vendor who meets either the requirements of both subdivisions (1) and (2) of this subsection or subdivisions (1) and (3) of this subsection, if the bid does not exceed the lowest qualified bid from a nonresident vendor by more than five percent of the latter bid, and if the vendor has certified the residency requirements above and made written claim for the preference at the time the bid was submitted; or

(5) From 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, if the vendor's bid does not exceed the lowest qualified bid from a nonresident vendor by more than three and one-half percent of the latter bid, and if the vendor has made written claim for the preference at the time the bid was submitted; or

(6) From 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 and the vendor's bid does not exceed the lowest qualified bid from a nonresident vendor by more than three and one-half percent of the latter bid, and if the vendor has certified the residency requirements of this subdivision and made written claim for the preference, at the time the bid was submitted.

(b) If the Secretary of the Department of Revenue determines under any audit procedure that a vendor who received a preference under this section fails to continue to meet the requirements for the preference at any time during the term of the project for which the preference was received the secretary may: (1) Reject the vendor's bid; or (2) assess a penalty against the vendor of not more than five percent of the vendor's bid on the project.

(c) Political subdivisions of the state including county boards of education may grant the same preferences to any vendor of this state who has made a written claim for the preference at the time a bid is submitted, but for the purposes of this subsection, in determining the lowest bid, any political subdivision shall exclude from the bid the amount of business occupation taxes which must be paid by a resident vendor to any municipality within the county comprising or located within the political subdivision as a result of being awarded the contract which is the object of the bid; in the case of a bid received by a municipality, the municipality shall exclude only the business and occupation taxes as will be paid to the municipality: Provided, That prior to soliciting any competitive bids, any political subdivision may, by majority vote of all its members in a public meeting where all the votes are recorded, elect not to exclude from the bid the amount of business and occupation taxes as provided in this subsection.

(d) If any of the requirements or provisions set forth in this section jeopardize the receipt of federal funds, then the requirement or provisions are void and of no force and effect for that specific project.

(e) If any provision or clause of this section or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this section which can be given effect without the invalid provision or application, and to this end the provisions of this section are severable.

(f) This section may be cited as the "Jobs for West Virginians Act of 1990."
The commissioner is the executive and administrative head of the bureau and has the power and duty to:

(1) Exercise general supervision for the governance of the bureau and propose rules for promulgation in accordance with the provisions of article three, chapter twenty-nine-a of this code to implement the requirements of this chapter;

(2) Prescribe uniform rules pertaining to investigations, departmental hearings and propose rules for promulgation;

(3) Supervise fiscal affairs and responsibilities of the bureau;

(4) Prescribe the qualifications of, appoint, remove and fix the compensation of the officers and employees of the bureau, subject to the provisions of section ten, article four of this chapter, relating to the board of review;

(5) Organize and administer the bureau so as to comply with the requirements of this chapter and to satisfy any conditions established in applicable federal law or regulation;

(6) Make reports in the form and containing information required by the United States Department of Labor and comply with any requirements that the United States Department of Labor finds necessary to assure the correctness and verification of the reports;

(7) Make available to any agency of the United States charged with the administration of public works or assistance through public employment, upon its request, the name, address, ordinary occupation and employment status of each recipient of unemployment compensation and a statement of the recipient's rights to further compensation under this chapter;

(8) Keep an accurate and complete record of all bureau proceedings, record and file all bonds and contracts and assume responsibility for the custody and preservation of all papers and documents of the bureau;

(9) Sign and execute in the name of the state, by the "Bureau of Employment Programs", any contract or agreement with the federal government, its agencies, other states, their subdivisions or private persons;

(10) Prescribe a salary scale to govern compensation of appointees and employees of the bureau;

(11) Make the original determination of right in claims for benefits;

(12) Make recommendations and an annual report to the Governor concerning the condition, operation and functioning of the bureau;

(13) Invoke any legal or special remedy for the enforcement of orders or the provisions of this chapter;

(14) Exercise any other power necessary to standardize administration, expedite bureau business, assure the establishment of fair rules and promote the efficiency of the service;

(15) Keep an accurate and complete record and prepare a monthly report of the number of persons employed and unemployed in the state. The report shall be made available upon request to members of the public and press;

(16) Provide at bureau expense a program of continuing professional, technical and specialized instruction for the personnel of the bureau;

(17) (A) Propose rules for legislative approval in accordance with the provisions of article three, chapter twenty-nine-a of this code, under which agencies of this state shall revoke or not grant, issue or renew any contract, license, permit, certificate or other authority to conduct a trade, profession or business to or with any employing unit whose account is in default with the commissioner with regard to the administration of this chapter. The term "agency" includes any unit of state government such as officers, agencies, divisions, departments, boards, commissions, authorities or public corporations. An employing
unit is not in default if it has entered into a repayment agreement with the Unemployment Compensation Division of the bureau and remains in compliance with its obligations under the repayment agreement.

(B) The rules shall provide that, before revoking, granting, issuing or renewing any contract, license, permit, certificate or other authority to conduct a trade, profession or business to or with any employing unit, the designated agencies shall review a list or lists provided by the bureau of employers that are in default. If the employing unit's name is not on the list, the agency, unless it has actual knowledge that the employing unit is in default with the bureau, may grant, issue or renew the contract, license, permit, certificate or other authority to conduct a trade, profession or business. The list may be provided to the agency in the form of a computerized database or databases that the agency can access. Any objections to the revocation or refusal to issue or renew shall be reviewed under the appropriate provisions of this chapter.

(C) The rules may be promulgated or implemented in phases so that specific agencies or specific types of contracts, licenses, permits, certificates or other authority to conduct trades, professions or businesses will be subject to the rules beginning on different dates. The presumptions of ownership or control contained in the Department of Environmental Protection's surface mining reclamation regulations promulgated under the provisions of article three, chapter twenty-two of this code are not applicable or controlling in determining the identity of employing units who are in default for the purposes of this subdivision. The rules shall also provide a procedure allowing any agency or interested person, after being covered under the rules for at least one year, to petition the Bureau of Employment Programs to be exempt from the provisions of the rules;

(18) Deposit to the credit of the appropriate special revenue account or fund, notwithstanding any other provision of this code and to the extent allowed by federal law, all amounts of delinquent payments or overpayments, interest and penalties thereon and attorneys' fees and costs collected under the provisions of this chapter. The amounts collected shall not be treated by the Auditor or Treasurer as part of the general revenue of the state; and

(19) Enter into interagency agreements to assist in exchanging information and fulfilling the provisions of this article.
§298-1-4. Exemptions.

(a) The following categories of information are specifically exempt from disclosure under the provisions of this article:

(1) Trade secrets, as used in this section, which may include, but are not limited to, any formula, plan pattern, process, tool, mechanism, compound, procedure, production data or compilation of information which is not patented which is known only to certain individuals within a commercial concern who are using it to fabricate, produce or compound an article or trade or a service or to locate minerals or other substances, having commercial value, and which gives its users an opportunity to obtain business advantage over competitors;

(2) Information of a personal nature such as that kept in a personal, medical or similar file, if the public disclosure thereof would constitute an unreasonable invasion of privacy, unless the public interest by clear and convincing evidence requires disclosure in the particular instance: Provided, That nothing in this article shall be construed as precluding an individual from inspecting or copying his or her own personal, medical or similar file;

(3) Test questions, scoring keys and other examination data used to administer a licensing examination, examination for employment or academic examination;

(4) Records of law-enforcement agencies that deal with the detection and investigation of crime and the internal records and notations of such law-enforcement agencies which are maintained for internal use in matters relating to law enforcement;

(5) Information specifically exempted from disclosure by statute;

(6) Records, archives, documents or manuscripts describing the location of undeveloped historic, prehistoric, archaeological, paleontological and battlefield sites or constituting gifts to any public body upon which the donor has attached restrictions on usage or the handling of which could irreparably damage such record, archive, document or manuscript;

(7) Information contained in or related to examination, operating or condition reports prepared by, or on behalf of, or for the use of any agency responsible for the regulation or supervision of financial institutions, except those reports which are by law required to be published in newspapers;

(8) Internal memoranda or letters received or prepared by any public body;

(9) Records assembled, prepared or maintained to prevent, mitigate or respond to terrorist acts or the threat of terrorist acts, the public disclosure of which threaten the public safety or the public health;

(10) Those portions of records containing specific or unique vulnerability assessments or specific or unique response plans, data, databases and inventories of goods or materials collected or assembled to respond to terrorist acts; and communication codes or deployment plans of law enforcement or emergency response personnel;

(11) Specific intelligence information and specific investigative records dealing with terrorist acts or the threat of a terrorist act shared by and between federal and international law-enforcement agencies, state and local law enforcement and other agencies within the Department of Military Affairs and Public Safety;

(12) National security records classified under federal executive order and not subject to public disclosure under federal law that are shared by federal agencies and other records related to national security briefings to assist state and local government with domestic preparedness for acts of terrorism;

(13) Computing, telecommunications and network security records, passwords, security codes or programs used to respond to or plan against acts of terrorism which may be the subject of a terrorist act;

(14) Security or disaster recovery plans, risk assessments, tests or the results of those tests;
(15) Architectural or infrastructure designs, maps or other records that show the location or layout of the facilities where computing, telecommunications or network infrastructure used to plan against or respond to terrorism are located or planned to be located;

(16) Codes for facility security systems; or codes for secure applications for such facilities referred to in subdivision (15) of this subsection;

(17) Specific engineering plans and descriptions of existing public utility plants and equipment; and

(18) Customer proprietary network information of other telecommunications carriers, equipment manufacturers and individual customers, consistent with 47 U.S.C. §222.

(b) As used in subdivisions (9) through (16), inclusive, subsection (a) of this section, the term "terrorist act" means an act that is likely to result in serious bodily injury or damage to property or the environment and is intended to:

(1) Intimidate or coerce the civilian population;

(2) Influence the policy of a branch or level of government by intimidation or coercion;

(3) Affect the conduct of a branch or level of government by intimidation or coercion; or

(4) Retaliate against a branch or level of government for a policy or conduct of the government.

(c) Nothing in the provisions of subdivisions (9) through (16), inclusive, subsection (a) of this section should be construed to make subject to the provisions of this chapter any evidence of an immediate threat to public health or safety unrelated to a terrorist act or the threat thereof which comes to the attention of a public entity in the course of conducting a vulnerability assessment response or similar activity.
Request for Proposal
MCTCMKTAD10

EXHIBIT B

House Bill 3215
Enrolled

Due to the contents size, vendors may view the complete enrolled House Bill 3215 by visiting the following State of WV Legislature website at:

Marshall Community and Technical College (MCTC)

Vendor Name: Fishknee Company I, dba Bulldog Creative Services

II. Total Cost of Services Bid
Insert the amounts you bid for the hourly rate and for the service charge, and then perform the calculations shown. Enter the total of all lines on line 6, on the total line.

1. 500 Senior Ad Executive Hours  \[ x \times 50 \] (Hourly Rate Bid) = $25,000

2. 500 Ad Executive Hours  \[ x \times 50 \] (Hourly Rate Bid) = $25,000

3. 500 Graphic Artist Hours  \[ x \times 50 \] (Hourly Rate Bid) = $25,000

4. 500 Admin./Secretarial Hours  \[ x \times 50 \] (Hourly Rate Bid) = $25,000

5. 200,000 x 15\% (Media Add-On Percentage) = $30,000

6. Total Cost of Services Bid = $130,000.00
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: [Signature]
Date: 11/3/19
Title: CEO

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

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Exhibit D
STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:
West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:
If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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.

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.

Vendor's Name: Fisherke Company I dba Building Creative Selcates
Authorized Signature: [Signature]
Date: 1/3/19

Purchasing Affidavit (Revised 01/01/09)

MCTCMKTAD10
EXHIBIT E
AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. DISPUTES - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. HOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.

4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. PAYMENT - Any references to prepayment are deleted. Payment will be in arrears.

6. INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.

7. RECOUPMENT - Any language in the agreement waiving the Agency’s right to set-off, counterclaim, recoupment, or other defense is hereby deleted.

8. FISCAL YEAR FUNDING - Service performed under the agreement may continue in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated, or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. ATTORNEY FEES - The Agency recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.

15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.

18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. CONFIDENTIALITY - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

spending Unit: MARSHALL COMMUNITY TECHNICAL COLLEGE

signed: [signature]

title: president

date: November 20, 2009

VENDOR

company Name: [name]

signed: [signature]

title: [title]

date: [date]

MCTCMKTAD10
Exhibit F
MARSHALL COMMUNITY & TECHNICAL COLLEGE  
RFP - MCTCMKTAD10  
EVALUATION CRITERIA SUMMATION  
FISHKNEE COMPANY I, INC. dba BULLDOG CREATIVE SERVICES

TECHNICAL [70 Points]  
COST [30 Points] - See attached Cost *To be completed by CPO

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Herb Karlet, CPO

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TOTAL POINTS  
% to Total Points Eligible  
94.75  
94.8%

Signature  
Herbert S. Karlet

Date  
11/20/09
MARSHALL COMMUNITY & TECHNICAL COLLEGE  
RFP - MCTCMKTAD10  
EVALUATION CRITERIA SUMMATION

TECHNICAL [70 Points]  
COST [30 Points] - See attached Cost *To be completed by CPO*

<table>
<thead>
<tr>
<th>Agency</th>
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<tr>
<td>Bulldog</td>
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100 points

Signature

Date

Keith Estvareo
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Signature
Carol A. Perry

Date
11/18/09

Print Name
Carol A Perry
MARSHALL COMMUNITY & TECHNICAL COLLEGE
RFP - MCTCMKTAD10
EVALUATION CRITERIA SUMMATION

TECHNICAL [70 Points]
COST [30 Points] - See attached Cost *To be completed by CPO

<table>
<thead>
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<td>20</td>
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100 points

0

0

0

0

Signature

BILLIE BROOKS

Print Name

Date

11-18-09
MARSHALL COMMUNITY & TECHNICAL COLLEGE  
RFP - MCTCMKTAD10  
EVALUATION CRITERIA SUMMATION  

TECHNICAL [70 Points]
COST [30 Points] - See attached Cost *To be completed by CPO

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<td>0</td>
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</tbody>
</table>

Signature: Shirley Dyer  
Print Name: Shirley Dyer  
Date: 11/19/09
# Certificate of Liability Insurance

**Producer**
GESNER INS AGENCY
P O BOX 497
HUNTINGTON WV 25709

**Insured**
CHRIS MICHAEL
FISHKNEE COMPANY I, LLC DBA BULLDOG CREATIVE SERVICES
816 5TH AVE STE 305 HUNTINGTON WV 25701

**Date Issued:**
11/02/2009

---

## Coversages

The policies of insurance listed below have been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Type of Liability</th>
<th>Policy Number</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claims Made</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Occur</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Aggregate Limit Applies Per</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Policy</td>
<td>Project</td>
<td>LOC</td>
</tr>
<tr>
<td>Automobile Liability</td>
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</tr>
<tr>
<td>Any Auto</td>
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<td></td>
</tr>
<tr>
<td>All Owned Autos</td>
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<td>Scheduled Autos</td>
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<tr>
<td>Hired Autos</td>
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<tr>
<td>Non-Owned Autos</td>
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<tr>
<td>Garage Liability</td>
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<tr>
<td>Any Auto</td>
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<td></td>
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<tr>
<td>Excess/umbrella Liability</td>
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<td></td>
</tr>
<tr>
<td>Occur</td>
<td>Claims Made</td>
<td></td>
</tr>
<tr>
<td>Deductible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retention</td>
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<td></td>
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<tr>
<td>Workers Compensation and Employers Liability</td>
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</tr>
<tr>
<td>Any Proprietor/Partner/Officer/Employee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excluded:</td>
<td></td>
<td></td>
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<tr>
<td>Special Provisions below</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Errors &amp; Omissions</strong></td>
<td>MCN843265</td>
<td>7/18/2009 7/18/2010</td>
</tr>
<tr>
<td><strong>Total Limit of Ins.</strong></td>
<td>$1,000,000 EACH LOSS</td>
<td></td>
</tr>
<tr>
<td><strong>Total Limit of Ins.</strong></td>
<td>$10,000 SIR EACH LOSS</td>
<td></td>
</tr>
</tbody>
</table>

---

**Certificate Holder**

MCTC
PO BOX 1539
917 3rd AVE STE 201
HUNTINGTON WV 25716-1539

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing Insurer will endeavor to mail 10 days written notice to the Certificate Holder named to the left, but failure to do so shall impose no obligation or liability upon the Insurer, its agents or representatives.

Authorized Representative: [Signature]

---

ACORD 25 (2001/08)
# CERTIFICATE OF INSURANCE

**GESNER INSURANCE AGENCY**
526 6TH AVENUE
HUNTINGTON, WV 25701-4722

**BULLDOG CREATIVE SERVICES**
FISH KNES CO LLC D/B/A
916 FIFTH AVENUE STE 305
HUNTINGTON, WV 25701

**EE1354**

---

**NAME AND ADDRESS OF INSURED**

**DATE OF ISSUANCE**
11/2/09

---

**D ** GENERAL LIABILITY

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>LIMIT</th>
<th>EXPIRATION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q48 7490007</td>
<td>$1,000,000</td>
<td>12/24/08</td>
</tr>
<tr>
<td></td>
<td>$1,000,000</td>
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</tr>
</tbody>
</table>

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**NAME AND ADDRESS OF AGENT**

---

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS AGREED BY ENDORSEMENT/SPECIAL PROGRAMS**

---

**CANCELLATION FOR NON-PAYMENT, CAUSE OR NAMED INSURED'S REQUEST**

---

**CANCELLATION FOR SPECIAL CONTRACTS**

---

**CERTIFICATE HOLDER**

MCTC
PO Box 1539
917 3rd Ave Ste 201
Huntington, WV 25716-1539

---

**ATTENTION CERTIFICATE HOLDER**

If your firm is a Certificate Holder for other policies of this Insured, Certificates of insurance for those other policies will be forwarded to you as soon as they are processed.

**AUTHORIZED REPRESENTATIVE**

---

**Page 1 of 2**
COST PROPOSAL FORM

Marshall Community and Technical College (MCTC)

Vendor Name: Fishknee Company I, dba Bulldog Creative Services

I. Information

To facilitate evaluation of this RFP, we have included estimations for hours and dollar values. These quantities on the Cost Proposal Form are solely for the purpose of evaluation and are not indicative of any anticipated usage in the future by MCTC. There is no guarantee that MCTC will use a set amount of Services, or that MCTC will use all of the Services.

Amounts quoted must be all-inclusive. No additional amounts, such as for travel or overhead, will be paid to the vendor.

The following information is provided to assist in completing the section below entitled Total Cost of Services Bid.

<table>
<thead>
<tr>
<th>Hourly Rate (including travel and other expenses):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Ad Executive</td>
</tr>
<tr>
<td>Ad Executive</td>
</tr>
<tr>
<td>Graphic Artist</td>
</tr>
<tr>
<td>Administrative/Secretarial</td>
</tr>
</tbody>
</table>

Vendor should determine its own fair rate and quote the price it will charge for its in-house professional services. This hourly rate will be the maximum rate allowed for conducting work for MCTC under a contract resulting from this RFP. Solely for the purpose of evaluation of this RFP, it is estimated that 500 hours of hourly rate services will be required annually.

Media Add-On Percentage 15 %

Vendor should determine its own fair rate and quote the percentage it will charge as a handling fee for all outside purchases of media and advertising services and products. MCTC will not advance the vendor any amount to pay for outside purchases and will reimburse the vendor for all goods and services only after they are provided. Solely for purposes of evaluation of this RFP, it is estimated that $200,000 will be expended annually for outside purchases of products and services. If the Vendor forgets to provide an add-on percentage quote, it shall be interpreted to mean that no add-on charge is required and none shall be granted.