

# WEST VIRGINIA UNIVERSITY

## REQUEST FOR PROPOSALS

February 27, 2014

**RFP #90003130V**



## Potomac State College Branding & Marketing Campaign

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**1. INTRODUCTION AND DESCRIPTION OF SOLICITATION.**

**1.1. DESCRIPTION OF SOLICITATION.**

**1.1.1.** West Virginia University on behalf of its Board of Governors (“BOG”) located in Morgantown, West Virginia (“WVU” or “University”) is initiating this Request for Proposals (“RFP”) to solicit proposals from qualified firms or individuals (“Proposers”) interested in **providing services for Potomac State College’s Branding & Marketing Campaign.**

**1.2. ESTIMATED SOLICITATION SCHEDULE.**

1.2.1. The following is the anticipated Solicitation Schedule. The University may, in its sole discretion, change this schedule at any time. If the University changes dates in the schedule before the deadline for receipt of proposals, it will do so by an addendum to this RFP. It is each prospective Proposer’s responsibility to check with the University for current information regarding this RFP and its implementation timeline.

<b>Activity</b>	<b>Date</b>	<b>Time</b>
Publish RFP	02/27/2014	
Cutoff for Explanations and Clarifications	03/13/2014	12:00 PM EST
Proposal Due Date	03/24/2014	4:00 PM EST
Notice – Contract Award	April 2014	

**2. REQUEST FOR PROPOSALS RULES AND GUIDELINES.**

**2.1. COMMUNICATIONS.**

2.1.1. Throughout the procurement process, Proposers may “only” have contact with the University’s Procurement Official identified below. Discussions or communications regarding this solicitation with any other individuals associated in any capacity with the University, its consultants, contractors or members of its Board of Governors, or members of any Evaluation Panel or Committee are prohibited, unless otherwise approved in writing by the Procurement Official.

2.1.2. Discussions or communications with any other person, regardless of the format, could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of University’s procurement process.

2.1.3. “Proposers” includes subcontractors at all levels and joint venture members, where applicable.

2.1.4. Proposers shall provide immediate written notice to the Procurement Official any time contact has not been limited to the University’s Procurement Official concerning this solicitation, whether initiated by the Proposer or by other University employees, consultants, contractors or members of its Board of Governors.

2.1.5. Any violation of this prohibition may result in the disqualification of the Proposer from further participation in this procurement, and from award of any contract or subcontract under this

solicitation. Proposers shall be required to include in its Proposal response a certification associated with this communication requirements (See Appendix 1).

2.1.6. The Procurement Official for this procurement is:

Michelle Royce  
WVU Procurement, Contracting & Payment Services (PCPS)  
Phone Number: (304) 293-9778  
Fax Number: (304) 293-8152  
Email: michelle.royce@mail.wvu.edu

## **2.2. EXPLANATIONS AND CLARIFICATIONS.**

2.2.1. Any explanation or clarification desired by a Proposer regarding the meaning or interpretation of any part of this solicitation must be submitted in writing (by mail, email or facsimile) by an authorized representative of the Proposer with a clear cross-reference to the relevant RFP section to the Procurement Official with sufficient time to prepare an appropriate response.

2.2.2. Written Requests for explanations or clarifications can be submitted at any time; however, must be submitted on or before the date/time indicated in Section 1.2.1 above. Requests for clarification received after this deadline may not be considered and the University is under no obligation to address them.

2.2.3. Written Explanations or clarifications provided to a Proposer concerning an interpretation of the solicitation will be furnished to all Proposers in an addendum to the solicitation, if such information is necessary in submitting Proposals or if the lack of such information would be prejudicial to uninformed Proposers.

2.2.4. Oral explanations or clarifications given before the award of any contract, at any pre-Proposal conferences or otherwise, do not serve to modify the solicitation and will not be binding on the University.

## **2.3. MODIFICATION/ACKNOWLEDGMENT OF SOLICITATION ADDENDA.**

2.3.1. The University reserves the right to modify the solicitation. If it is amended, then all terms and conditions which are not modified remain unchanged.

2.3.2. When the solicitation is modified, the Procurement Official shall post a solicitation “addendum” on the University’s “Procurement Bid Site” which is located at <http://wvubids.finance.wvu.edu/>. Proposers are responsible for appropriately registering on the University’s Procurement Bid Site; otherwise they will not receive notification of, nor be able to access, solicitation addenda. The University is under no further obligation to ensure that Proposers receive addenda.

2.3.3. Proposers shall acknowledge receipt of any addendum to this solicitation to the Procurement Official: (i) by signing and returning the addendum; or (ii) by identifying the addendum number and date in the space provided for this propose on the form for submitting a Proposal (see Appendix 1); or (iii) by letter or by electronic means.

2.3.4. The Procurement Official must receive acknowledgment of addenda by the time and at the place specified for receipt of Proposals.

2.3.5. Failure of a Proposer to acknowledge receipt of material addenda may result in rejection of the Proposal as non-responsive.

## **2.4. PREPARATION OF PROPOSALS—GENERAL.**

2.4.1. Examine the Entire Solicitation. Prior to submission of Proposals, Proposers are expected to thoroughly examine all provisions of and Attachments/Appendices to the solicitation, whether incorporated by reference or otherwise. Failure to do so will be at the Proposer's risk and will not be a basis for the Proposer to request relief of any kind prior to or after contract award.

2.4.2. Exceptions to Solicitation. If the Proposer cannot accept WVU's terms, conditions or requirements, the Proposer shall raise their exceptions in writing as specified in the "Explanations & Clarifications" provision, above, and the University will address them in the form of an addendum to the RFP. It is the University's sole discretion as to whether or not it will accept or deny any exceptions raised by Proposers.

2.4.3. Furnish Information. Proposers shall furnish all information required by the Solicitation. Unnecessarily elaborate Proposals or lengthy presentations are not desired or required; however, Proposals should be clear, concise, and include sufficient detail for effective evaluation. The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories, and that WVU is under no obligation to solicit such information if it is not included in its Proposal. Failure by the Proposer to submit such information may cause an adverse impact on the evaluation of its Proposal.

### 2.4.4. General Format.

- A. Erasures or other changes must be initialed by the person signing the Proposal. Proposals signed by an agent of the Proposer (other than an officer or a partner) should be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the University).
- B. Proposal documents shall be prepared in single-spaced type, on 8-1/2" x 11" pages. Pages shall be numbered to show the page number and total number of pages in the Proposal (e.g., Page 1 of 15, Page 2 of 15, etc.).
- C. To provide uniformity and to facilitate comparison of Proposals, all information submitted should clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP.
- D. All names and applicable titles shall be typed and printed where indicated on the various documents. Required entries on all Proposal documents shall be typed using black ribbon, printed using dark printer ink, or legibly written in dark ink (no pencil).

2.4.5. Required Signatures. All Proposals must be signed by an individual authorized to extend a formal Proposal. Proposals that are not signed may be rejected. By signing the Proposal, the Proposer certifies compliance with the signature authority required. If the Proposal is submitted on behalf of:

- A. an individual, sole proprietorship, or a Proposer operating under a trade name, the Proposal shall be signed by that individual;

- B. a partnership, the Proposal shall be executed in the partnership name and signed by all partners or by a managing partner accompanied by evidence of that partner's ability to sign for the partnership. The official address of the partnership shall be shown below the signatures;
- C. a corporation, the Proposal shall be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by the evidence of that officer's authority to sign for the corporation); or
- D. a joint venture or other type of teaming arrangement, the Proposal shall list the names of all of the joint venture or teaming arrangement members, and each member's official mailing address. It shall be executed by all of the members in the same manner as if they were individually submitting a Proposal. The signature portion of the Proposal form shall be altered as appropriate for execution by the joint venture or teaming arrangement.

2.4.6. Alternate Proposals. Proposers may submit more than one Proposal. All Proposals must comply with the requirements of the RFP except that additional Proposals may incorporate, by reference, repetitive information which is provided in the original Proposal.

2.4.7. Trade Secrets or Other Confidential Information. Proposers may clearly mark each page of the Proposal that contains trade secrets or other confidential commercial or financial information, which the Proposer believes should not be disclosed outside the University. However, disclosure of requested information can only be protected to the extent permitted under West Virginia law.

2.4.8. Use of Subcontractors. If the Proposer intends to use subcontractors to perform any portion of the work described in this RFP, the Proposal must clearly state so. The Proposer's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential subcontractors under the Contract.

2.4.9. Proposal Preparation Costs. The University shall not be liable for any costs incurred by a Proposer in responding to this RFP, regardless of whether the University awards the Contract through this process, cancels this RFP for any reason, or contracts through another RFP or another process.

2.4.10. Errors and Omissions. The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Proposer suspect any error, omission, or discrepancy in the scope of work or other portions of the RFP, the Proposer shall immediately notify the University, in writing, and the University shall issue written instructions to be followed. The Proposer is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

2.4.11. Firm Offer Period. Offers must be kept firm for acceptance by the University for at least one hundred twenty (120) days after the date that Proposals are due. Proposals with acceptance periods of less than one hundred twenty (120) days may be considered non-responsive. The Proposer may specify a longer period than indicated here. If the Proposer indicates no time period for acceptance, the Proposal will be considered firm for one hundred twenty (120) days and thereafter until written notice to the contrary is received.

## 2.5. PROPOSAL CONTENT.

2.5.1. **General.** Submit one (1) original (clearly marked as “Original”) and one (1) copy of the Proposal in a sealed package clearly marked with the RFP number and addressed as indicated in Appendix 1.

2.5.2. **Electronic Copy.** Submit a CD or a USB drive containing your complete Proposal in .pdf format.

2.5.3. **Proposal Format.** The Proposal response shall be set out in the Sections outlined below. A blank page should precede each Section with an index tab that identifies the appropriate Section. These sections represent the minimum amount of information required by the University. Proposers are encouraged to add content if needed; however, unnecessarily elaborate Proposals are discouraged.

2.5.4. **Proposal Format.**

- **Cover of Proposal – clearly identified with:**

- “Potomac State College Branding & Marketing Campaign”
- RFP # 90003130V
- [Name of Proposing Firm]

- **Table of Contents**

- Indicate Tab # and page # for listings below

- **Tab I – Qualifications & Experience**

- Describe in detail your firm’s qualifications and experience in providing Branding & Marketing Campaign Services, including but not limited to, years in business, qualifications of key staff members, industry recognition and awards, customer and client satisfaction, and references from clients of similar size and scale of operations as the University.

- **Tab II – Technical Criteria & Product Features**

- With regard to the requirements outlined in the Scope of Work, describe in detail your firm’s approach and procedures in providing Branding & Marketing Campaign Services including but not limited to:
  - Communications Review
  - Graphic redesign of current tagline
  - Publications
  - Radio
  - Newspaper and Billboard
  - Web Home Page
  - Campus Photo Shoots
  - Recruiter Displays

- **Tab III – Project Management & Implementation**

- With regard to the Scope of Work, describe in detail how you will implement and manage this project, including but not limited to the assigned personnel, managing the project implementation, dispute resolution, error correction, and ongoing client support and end user customer service.

- **Tab IV – Project Schedule**

- All work must be completed, including printing and delivery of all projects, by August 1, 2014. Based on the Scope of Work requirements, please submit a detailed implementation plan and schedule, including the number of personnel assigned, start-end dates, and key tasks for both your firm and the University.

- **Tab V – Price Proposal**

- Pricing must be submitted in sufficient detail to evaluate all elements of price.
- Proposers are required to provide a “lump-sum” price for each of the following elements of work:

1. Graphic redesign of current tagline
2. Publications
3. Recruiter Displays
4. Radio Ads
5. Newspaper Ad
6. Billboard Design
7. Web Home Page Update
8. Two (2) Day On-Campus Photo Shoots

- In addition to a lump-sum price for each of the above, Proposers shall provide a detailed breakdown of all costs (Labor, materials, overhead, fee/profit, etc.).

- **Tab VI – Services/ Licensing Agreement**

Submit a copy of the most current services and/ or licensing agreement(s) and any other agreements that would be applicable to the scope and scale of this transaction.

## **2.6. SUBMISSION OF PROPOSALS.**

2.6.1. Deadline for Receipt of Proposals. The deadline for receipt of Proposals is March 24, 2014, at 04:00p.m., Eastern Standard Time (“EST”).

2.6.2. Proposer’s Agreement. By Proposal submission, Proposers agree to all requirements, terms and conditions contained in the RFP.



### 2.6.3. Packaging and Delivery.

- A. Proposals and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the University's Procurement Office at the address specified below.
- B. The Proposer shall show the hour and date specified in the solicitation for receipt of Proposals, the solicitation number, and the Proposer's name, address, and telephone number on the face of the envelope or carton.
- C. Telegraphic Proposals and modifications (i.e., facsimile or email) will not be considered; however, Proposals may be withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt of Proposals.
- D. The deliver address is:  
  
West Virginia University  
Procurement, Contracting and Payment Services  
One Waterfront Place; Don Knotts Blvd  
Third Floor / Room 3403  
Morgantown, WV 26501-4976
- E. The Proposer remains solely responsible for insuring that its Proposal is received before the time and date due, at the appropriate deliver address. Late Proposals will be returned unopened (see the Late Submission and Modifications of Proposal paragraph, below).

### 2.7. PROPOSAL MATERIALS.

The Proposal material submitted in response to the RFP becomes the property of the University upon delivery to the Procurement Official and may be appended, if necessary, to any formal document which would further define or expand the contractual relationship between the University and the Contractor. All of the material will be considered as part of this RFP.

### 2.8. LATE SUBMISSION AND MODIFICATIONS OF PROPOSALS.

2.8.1. Any Proposal received after the exact time specified for receipt will not be considered unless:

- A. it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of Proposals (e.g., a Proposal submitted in response to a solicitation requiring receipt of Proposals by the 20th of the month must have been mailed by the 15th or earlier); or
- B. it is determined by the University that the late receipt was due solely to mishandling by the University after receipt at the University's Procurement office; or
- C. it was sent by US Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two (2) working days prior to the date specified for receipt of Proposals. The term "working days" excludes weekends, State of West Virginia and US Federal holidays; or
- D. it is the only Proposal received.

2.8.2. Any modification of a Proposal, except a modification resulting from the Procurement Official's request for a "best and final" offer, is subject to the same conditions in Section 2.8.1.

2.8.3. Any modification of a Proposal should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior Proposals, and resubmitted to the Procurement Official as required pursuant to this RFP.

2.8.4. A modification resulting from the Procurement Official's request for a "best and final" offer received after the time and date specified in the request will not be considered unless received before award, and the late receipt is due solely to mishandling by the University.

2.8.5. The time of receipt at the University is the time-date stamp of the University on the Proposal wrapper or other documentary evidence of receipt maintained by the University.

2.8.6. The only acceptable evidence to establish:

- A. the date of mailing of a late offer or modification sent either by registered or certified mail is the U.S. Postal Service postmark on either the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the Proposal, modification or withdrawal shall be deemed to have been mailed late. The term "postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter machine impression, that is readily identifiable without further action as having been supplied and affixed on the date of mailing by an employee of the U.S. Postal Service. Therefore, Proposers should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper; and
- B. the time of receipt at the University is the time-date stamp of the University on the Proposal wrapper or other documentary evidence of receipt maintained by the University.
- C. the date of mailing of a late Proposal, modification, or withdrawal sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U. S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d)(1) of this provision. Therefore, Proposers should request the postal clerk to place a legible hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.
- D. Notwithstanding (A), (B), and (C) of this provision, a late modification of an otherwise successful Proposal which makes its terms more favorable to the University may be considered at any time it is received and accepted.

## **2.9. WITHDRAWAL OF PROPOSALS.**

Proposals may be withdrawn by written notice to the Procurement Official before the deadline established for receipt of Proposals. If withdrawn in writing, withdrawals must be made on company letterhead and signed by an authorized representative of the Proposer. Proposals may only be withdrawn by the Proposer's authorized representative, provided the identity of the person requesting withdrawal is established and the person signs a receipt.

## **2.10. PROPOSAL EVALUATION.**

2.10.1. No Public Opening. Proposals shall not be publicly opened. Upon receipt of Proposals, the Procurement Official will initiate the evaluation and selection process, to include a general

review to determine if Proposals comply with the solicitation provisions and contain the required information and submittals. If they do not, the Procurement Official may reject them.

2.10.2. Selection Committee. A Selection Committee shall be appointed to evaluate Proposals. Appointments are at the sole discretion of the University.

2.10.3. Substantiation of Proposals. The University reserves the right to require each Proposer to substantiate any aspect of the Proposal, its own qualifications for providing the services required, and any other area of interest relative to the Proposal response.

2.10.4. Evaluation Criteria. The following evaluation factors will be used in determining the best-qualified Proposal:

A. Qualifications & Experience –	15 Points
B. Technical Criteria & Product Features –	25 Points
C. Project Management & Implementation –	20 Points
D. Project Schedule -	15 Points
E. Price Proposal –	25 Points

2.10.5. Paring Down Process. Proposals will be evaluated to determine if they are “Acceptable”, “Potentially Acceptable” (that is, susceptible of being made “Acceptable”), or “Unacceptable”. Proposals evaluated as technically “Unacceptable” shall be rejected, and will receive no further consideration for award. For Proposals determined to be technically “Acceptable” or “Potentially Acceptable” the University may:

- A. Proceed directly to award of contract; or
- B. Request clarifications and/or require oral presentations, and proceed to award of contract; or
- C. Reject Proposals determined to be “Unacceptable”, request clarifications and/or require oral presentations, and/or hold substantive discussions/negotiations with Proposers determined to be within a “competitive range” and request “best and final offers” following discussions/negotiations.

2.10.6. Competitive Range. If a competitive range is established, it will consist only of those Proposals that have a reasonable chance of being selected for award.

2.10.7. Discussions/Negotiations. If discussions/negotiations occur, they may include both the technical and financial aspects of the Proposals.

2.10.8. Best and Final Offers. At the conclusion of any discussions/negotiations, the Procurement Official will set a firm date and time for the submission of best and final offers.

- A. If a Proposer chooses not to submit a best and final offer, its initial Proposal, to include financials, shall be evaluated for award.
- B. If the University chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the best and final offer. The specific format for the best and final offer would be determined during discussions/negotiations.
- C. Turnaround time for responding to a best and final offer(s) request is usually brief (e.g., not more than five (5) business days).

2.10.9. Final Negotiations of Terms/Conditions with Best Proposer. Following the selection of the best Proposal, the University and selected Proposer may enter into negotiations to arrive at mutually agreeable terms and conditions. The contents of the selected Proposal may become contractual obligations if a Contract is mutually agreed to, accepted and signed by both parties. Failure of the Proposer to accept or negotiate in good faith these obligations in a Contract may result in rejection of the Proposal. If the University is unable to negotiate a mutually satisfactory contract with the best Proposer, negotiations shall be formally ended with the Proposer and begun with the next best Proposer. Negotiations shall be undertaken in this manner until a mutually satisfactory contract has been negotiated or the solicitation is canceled. The University will demonstrate "good faith" in reaching a mutually acceptable contractual agreement. Notwithstanding this, there are certain conditions that are unacceptable to the University.

Following is a non-exclusive list:

- A. Governing law other than the State of West Virginia.
- B. Clauses requiring the University to indemnify and hold harmless the successful respondent.
- C. Clauses that unduly restrict or place unacceptable claims of ownership on data which are the subject of the agreement/contract.
- D. Clauses relating to requiring the University to enter into reimbursement arrangements relative to attorney's fees.
- E. Insurance coverage and limits that are different.

2.10.10. Post Selection Review. After a final selection has been made and a contract successfully negotiated, the University will name an apparent successful Proposer. Identification of an apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the Contract. Competing Proposers shall be notified in writing of the identity of the apparent successful Proposer.

## **2.11. AWARD OF CONTRACT.**

2.11.1. Basis of Award. The University will award a contract based upon the evaluation of Proposals. The University may award a contract, based solely on initial Proposals. Accordingly, initial Proposals should be submitted on the most favorable terms from both a technical and price standpoint.

2.11.2. Determination of Responsibility. The Contract will be awarded to the responsible Proposer whose Proposal, conforming to the solicitation, will be most advantageous to the University, technical and price factors considered. A responsible Proposer is one who affirmatively demonstrates to the University that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the Contract, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement. The University reserves the right to investigate the capabilities of Proposers, confirm any part of the information furnished by a Proposer, and require other evidence to determine that the Proposer is responsible.

2.11.3. Rejection of Proposals & Waiver of Minor Informalities/Irregularities. The University reserves the right to reject any or all Proposals in part or in total for any reason, to accept any

Proposal if considered best for its interest, and to waive informalities and minor irregularities in Proposals received, commensurate with best public procurement practices.

2.11.4. Notice of Award. Any award of a Contract resulting from this RFP will be made only by written authorization from WVU.

2.11.5. Terms and Conditions. Section 5 outlines the terms and conditions under which the Proposer will agree to perform all work required under this Solicitation. Sample Contract Language. Attachment A is sample contract language that the Contractor will agree to incorporate into the final Contract. There are certain sections within the sample Contract that are non-negotiable including but not limited to 1) the insurance coverages and limits as detailed, 2) governing law other than the State of West Virginia, 3) clauses requiring the University to indemnify and hold harmless the Contractor, 4) clauses that unduly restrict or place unacceptable claims of ownership on data which are subject of the agreement/contract, and 5) clauses relating to requiring the University to enter into reimbursement arrangements relative to attorney's fees.

2.11.6. Proposer's Responsibility for Services Proposed. It is understood and the Proposer hereby agrees it shall be solely responsible for all services they propose, notwithstanding the detail present in the RFP.

## **2.12. CANCELLATION OF SOLICITATION.**

The University may cancel this solicitation before or after receipt of Proposals in accordance with Section 5.26 of the University's Procurement Rules (see <http://pcps.wvu.edu/r/download/50217>).

## **2.13. COMPLAINTS OR PROTESTS.**

Complaints or protests associated with this solicitation must be submitted in accordance with Section 7 of the University's Procurement Rules (see <http://pcps.wvu.edu/r/download/50217>).

### **3. BACKGROUND DISCUSSION.**

#### **3.1. PURPOSE.**

West Virginia University on behalf of its Board of Governors (hereinafter referred to as “WVU” or “University”) seeks qualified firms to submit offers to print the WVU Magazine twice a year.

#### **3.2. ABOUT THE UNIVERSITY.**

As a land-grant institution in the 21st century, West Virginia University delivers high-quality education, excels in discovery and innovation, models a culture of diversity and inclusion, promotes health and vitality, and builds a pathway for the exchange of knowledge and opportunity between the state, the nation, and the world.

In 1862, the U.S. Congress passed and President Abraham Lincoln signed the first Land-Grant Act (also known as the Morrill Act for its sponsor, Rep. Justin Morrill of Vermont). On October 3, 1863, the West Virginia Legislature voted to accept a grant of land totaling 150,000 acres from the federal government. Funds from the sale of this land were used to establish WVU in 1867.

The purpose of the Land-Grant Act was “the endowment, support, and maintenance of at least one college where the leading object shall be, without excluding other scientific and classical studies and including military tactics, to teach such branches of learning as are related to agriculture and the mechanic arts, in such manner as the legislatures of the States may respectively prescribe, in order to promote the liberal and practical education of the industrial classes in the several pursuits and professions in life.”

In 1890, the second Morrill Land-Grant Act led to the creation of many of America’s historically black colleges and universities. Today, there are 76 land-grant universities that trace their beginnings back to the 1862 or 1890 Land-Grant Acts. These universities, including WVU, constitute the core membership of the Association of Public and Land-Grant Universities (“APLU”).

WVU is proud of its history as a land-grant university and remains dedicated to its land-grant mission of promoting access to higher education and applying research to meet the needs of West Virginians. The land-grant mission is at the core of WVU’s identity as a university, from the Extension Service and Engineering to Public History and Health Sciences. Every WVU college and unit, from Morgantown to Montgomery and Charleston to Keyser, is an integral part of WVU’s land-grant past and future.

As a Research University (High Research Activity) as classified by the Carnegie Foundation for the Advancement of Teaching, WVU faculty conduct \$177.7 million annually in sponsored contracts and research grants. Accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools and dozens of specialized academic agencies, WVU operates on a budget approaching \$955 million a year.

WVU is Located in Morgantown, WV, population 30,293 (US Census Bureau, 2011), was rated

“No. 1 Small City in America” by BizJournals.com. Business Insider named Morgantown the ninth best college town in America. Within easy traveling distance of Washington, D.C., to the east, Pittsburgh, Pa., to the north, and Cleveland and Columbus, Ohio, to the northwest. Other recent rankings: Kiplinger.com included Morgantown in their 10 great places to live list; one of “Best Sports Cities” by Sporting News; 5th “Best Small Metro” by Forbes; 12th overall “Hottest Small City” by Inc.; one of “50 Smartest Places to Live” by Kiplinger’s; and the second-ranking “Best College Town for Jobs” by Forbes. WVU has in Charleston, Keyser, Martinsburg, and Montgomery.

WVU is home to more than 8,400 faculty, staff, and graduate assistants. Fall 2013 main campus enrollment is 29,466—22,757 undergraduate, 5,077 graduate, and 1,632 professional students. Students come from 113 nations, every US state (and D.C.), and all 55 West Virginia counties. Fall 2013 WVU System enrollment is 32,348.

Fifteen colleges and schools offer 197 bachelor’s, master’s, doctoral, and professional degree programs in agriculture, natural resources, and design; arts and sciences; business and economics; creative arts; dentistry; education and human services; engineering and mineral resources; journalism; law; medicine; nursing; pharmacy; physical activity and sport sciences; public health. Hundreds of distance education and online classes are available.

WVU ranks nationally for prestigious scholarships: 24 Rhodes Scholars, 22 Truman Scholars, 36 Goldwater Scholars, two British Marshall Scholars, 2 Morris K. Udall Scholars, 5 USA Today All-USA College Academic First Team Members (and 11 academic team honorees), 9 Boren Scholars, 7 Gilman Scholars, 36 Fulbright Scholars (5 in 2012), 3 Department of Homeland Security Scholars, and 11 Critical Language Scholars.

**For detailed information about Potomac State College WVU visit  
<http://www.potomacstatecollege.edu>.**

#### **4. SCOPE OF SERVICES AND REQUIREMENTS.**

##### **4.1. SCOPE OVERVIEW AND DETAILS.**

West Virginia University on behalf of its Board of Governors (hereinafter referred to as “WVU” or “University”) seeks qualified firms to submit offers to provide services for Potomac State College Branding & Marketing Campaign.

Potomac State College of WVU is seeking assistance with updating of its current branding and marketing campaign inclusive of: graphic redesign to current tagline; recruitment publications; billboard, radio and newspaper ads; and web home page; and photography. All projects must be completed by August 1, 2014. Potomac State is a division of West Virginia University, located in Keyser, West Virginia.

For more detailed information about Potomac State College of WVU, visit our web site at: <http://www.potomacstatecollege.edu>

##### **4.2. COMMUNICATIONS REVIEW.**

Review current marketing materials inclusive of recruitment materials both print and electronic; home Web page; print, radio and billboard advertising, in order to recommend an updated, revised version of current tagline and College strengths referred to as “pillars.” This phase could include review of any institutional strategic and vision plans.

Re-design and morph the current tagline of “Realize What’s Possible” into a new look while retaining the essence of the previous tagline and developing associated strategy recommendations for marketing.

##### **4.3. DESIGN RECRUITMENT MATERIALS**

###### **4.3.1. Graphic redesign of current tagline**

###### **4.3.2. Publications**

Design, layout, writing, editing, photography, proofing, preparing for camera-ready production:

- 4- to 8-page Road piece
- 8- to 12-page View book
- 4- to 8-page WVU Referral Brochure
- 4- to 8-page Search Piece
- (2) Postcards
- 4- to 8-page Financial Aid Brochure
- 4- to 8-page Athletic Brochure
- 4- to 8-page High School Junior Brochure
- 4- to 8-page Application as First Contact Publication
- (2) Envelope designs for Admission Letter and Orientation Packet
- Email Template

After Potomac State College approves the redesign of the publications and determines quantities, the vendor will be required to provide printing quotes from three different print shops to print the above-mentioned publications. (The vendor will include in their original bid, the cost to conduct printing press checks for color consistency, accuracy, etc.)



#### 4.3.3. Recruiter Displays

Design, layout, photography, proofing, preparing for camera-ready production of five (5) recruiter displays.

After Potomac State College approves the redesign of the displays, the vendor will be required to provide quotes from three different print shops to print the above-mentioned publications. (The vendor will include in their original bid, the cost to conduct production checks for color consistency, accuracy, etc.)

#### 4.3.4. Radio Ads

Develop creative concept, write scripts and produce six radio advertisements.

#### 4.3.5. Newspaper Ad and Billboard Design

Develop and design a newspaper ad template and a billboard design incorporating the redesigned tag line and new photography.

#### 4.3.6. Web Home Page Update

Update the current homepage with the redesigned tagline and new photography.

#### 4.3.7. Two (2)-Day, On-Campus Photo Shoot

Inclusive of artistic direction and all images become property of Potomac State College of WVU.

### 5. **TERMS AND CONDITIONS**

#### 5.1. **GENERAL.**

The following terms and conditions shall apply to any contract entered into by the Proposer (Vendor) and the University as a result of this RFP:

- 5.1.1. Vendor shall promptly commence and diligently prosecute the Services in a safe, careful, skillful, efficient and workmanlike manner in accordance with recognized methods and practices, in compliance with all lawful policies of the University, and in compliance with all federal, state and local laws, rules and regulations, orders and permits, now existing or hereinafter enacted with respect to the Services and the Vendor, including but not limited to, laws relating to equal employment opportunity, as well as all generally accepted standards applicable to such work.
- 5.1.2. Vendor shall certify that it does not owe any debt or delinquent taxes to the State of West Virginia at the time of execution of any PO/Contract issued, if any, pursuant to this RFP as required by W. Va. Code § 5A-3-10a.
- 5.1.3. Vendor shall certify and warrant that to its knowledge, no officer or employee of the State of West Virginia or University has participated in any decision relating to any PO/Contract issued, if any, pursuant to this RFP which affects his/her personal interest or the interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, as set forth in W. Va. Code § 6B-1-2, et seq. (2010).
- 5.1.4. Vendor shall certify and warrant that it (a) has full power and authority to enter into any PO/Contract issued, if any, pursuant to this RFP and (b) will not hereafter enter into any agreement or understanding with anyone else that might conflict with such PO/Contract entered into by University and Vendor.
- 5.1.5. Unless otherwise directed by University in writing, Vendor shall secure all necessary permits, licenses, bonds (if applicable) and identification numbers required to perform the Services and shall pay all fees in connection therewith. Vendor shall be fully responsible for compliance with same and shall fulfill all

obligations in relation thereto. If requested, Vendor shall provide University with copies of all permits, licenses, bonds and identification numbers required to perform the Services.

- 5.1.6. Vendor shall provide to University all documentation necessary and required to show proof of insurance and proof of Workers' Compensation coverage prior to University executing this Agreement. Vendor further agrees and understands that failure to maintain the required insurance as stated in any PO/Contract issued pursuant to this RFP may lead to termination of any PO/Contract, in the sole discretion of University
- 5.1.7. Vendor shall perform the Services as an independent contractor. University is interested only in the results to be achieved and compliance by Vendor with the terms and conditions of any PO/Contract issued, if any, pursuant to this RFP and all applicable laws. The conduct and control of the Services shall lie solely and exclusively with Vendor. Neither Vendor nor any of its agents, employees, subcontractors, servants or invitees (collectively "Vendor's Employees") shall be considered an agent or employee of University, nor shall anything in any PO/Contract issued, if any, pursuant to this RFP be construed as creating a single enterprise or joint venture, for any purpose. Vendor's Employees are not entitled to any benefits provided by University for its employees. However, the work shall be subject to the right of inspection and approval by University and all applicable governmental authorities. Vendor shall be solely responsible for the acts of Vendor and Vendor's Employees during the performance of the Services.
- 5.1.8. Examination of Records and Vendors Progress. The University shall have access to and the right to examine any pertinent books, documents, papers, and records of Vendor involving transactions related to any PO/Contract issued, if any, pursuant to this RFP until the expiration of three years after final payment is made to Vendor under such PO/Contract. In the performance of the Services, Vendor has the authority to control and direct the performance of the details of the work, the University being interested only in the results obtained. However, the work contemplated any PO/Contract issued, if any, pursuant to this RFP must meet the University's standards and approval and shall be subject to the University's general right of inspection and supervision to secure the satisfactory completion thereof.
- 5.1.9. Publicity. It is also agreed that no advertising publicity matter having or containing any reference to West Virginia University, or in which the name is mentioned, shall be made use of by the Vendor or anyone on the Vendor's behalf unless and until the same shall have first been submitted to, and received the written approval of, an authorized representative of the University.
- 5.1.10. Non-Discrimination. The Vendor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 5.1.11. Intellectual Property. All of the materials developed by Vendor and all materials prepared for an delivered to the University by Vendor under any PO/Contract issued, if any, pursuant to this RFP shall belong exclusively to the University and shall be deemed to be works made for hire and the University shall be the sole owner of all copyright and other proprietary rights (both tangible and intangible), title and interest therein, including the right to revise, edit, and distribute same. Notwithstanding the foregoing, nothing contained in any PO/Contract issued, if any, pursuant to this RFP shall convey or transfer ownership of or rights to Vendor's Intellectual Property. For the purpose of any PO/Contract issued, if any, pursuant to this RFP, Vendor's Intellectual Property shall mean and include those tools, templates, reporting formats and other items or artifacts that Vendor employs as part of its normal business. In the event Services resulting from any PO/Contract issued, if any, pursuant to this RFP include such Vendor's Intellectual Property, then Vendor shall grant an limited, royalty free, exclusive right to University to use such Vendor's Intellectual Property as it deems fit to carry out the purposes contemplated by any PO/Contract issued, if any, pursuant to this RFP .

- 5.1.12. Indemnification. Vendor shall agree to indemnify, defend, and hold whole and harmless the University, its affiliates, and their respective Board of Governors, officers, employees and agents (collectively, the “Indemnified Parties”) from and against all claims, demands, causes of action, losses, costs and expenses, including without limitation reasonable attorneys’ fees and costs of defense (collectively, “Losses”), arising out of or incident to (a) Vendor’s performance under any PO/Contract issued, if any, pursuant to this RFP, (b) the presence of Vendor, its employees, agents or invitees on University premises, (c) any breach of any warranty of Vendor contained in any PO/Contract issued, if any, pursuant to this RFP , and (d) any claim of patent, trademark, copyright, franchise or other intellectual property infringement by goods and/or service provided by Vendor pursuant to any PO/Contract issued, if any, pursuant to this RFP ; provided that Vendor shall not be liable for Losses to the extent caused by the negligence or willful misconduct of any Indemnified Party. W. Va. Const. Art. VI § 35 and Art. X § 6 do not allow University to hold harmless or indemnify Vendor.
- 5.1.13. Insurance. During the term of any PO/Contract issued, if any, pursuant to this RFP, Vendor shall procure, at its own expense, and maintain for the duration of the PO/Contract, the following insurance coverage from insurers licensed or registered to do business in the State of West Virginia: (a) Commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; (b) Worker’s Compensation insurance in accordance with applicable statutory limits (c) Commercial Automobile insurance in the amount of \$1,000,000 per occurrence for all owned, non-owned, hired, leased, rented, and employee non-owned vehicles, (d) where applicable, professional liability insurance of \$1,000,000 per claim/loss and \$2,000,000 annual aggregate, with proof that coverage shall remain in effect for a minimum of three years from the date of completion of the project, Vendor shall provide such other insurance as may be required by law. All insurance carried by Vendor in connection with the Services shall list University as an additional insured and such insurance shall be primary and not contributory as to any other insurance the University may have in effect. The Vendor shall provide a certificate of insurance to the University evidencing required coverage prior to commencement of the Services All policies shall provide a minimum of thirty (30) calendar day’s written notice prior to cancellation or material change. The insurance company(ies) providing the above described coverage shall have an AM Best Rating of no less than (A-) excellent.
- 5.1.14. University does not express any opinion as to the sufficiency of the liability limits set forth above. The insurance required under any PO/Contract issued, if any, pursuant to this RFP is not a limitation of any liability of Vendor.
- 5.1.15. FERPA. Vendor shall agree to abide by the Family Education Rights and Privacy Act of 1974 (“FERPA”) and University’s FERPA Policy found at <http://ferpa.wvu.edu/policy> including FERPA’s limitations on disclosure as set forth in 34 C.F.R § 99.33(a)(2).
- 5.1.16. HIPAA. Vendor shall, if applicable, meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (the “Act”), the privacy standards adopted by the U.S. Department of Health and Human Services (“HHS”), 45 C.F.R. parts 160 and 164, subparts A and E (the “Privacy Rule”), the security standards adopted by HHS, 45 C.F.R. parts 160, 162, and 164, subpart C (the “Security Rule”), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic Clinical Health Act, Division A, Title XIII of Pub. L. 111-5 and its implementing regulations (the “HITECH Act”), due to their status as a “Covered Entity” or a “Business Associate” under the Act. The Act, the Privacy Rule, the Security Rule, and the HITECH Act are collectively referred to as “HIPAA” for the purposes of this Agreement.
- 5.1.17. Confidentiality of Information. In order for the Vendor to effectively provide the Services required under any PO/Contract issued, if any, pursuant to this RFP, it may be necessary or desirable for the University to disclose to the Vendor confidential and proprietary information and trade secrets pertaining to the University’s past, present and future activities. The Vendor shall agree to treat information which has been designated to the Vendor by the University in writing as being confidential and proprietary information or trade secrets in a confidential manner. The Vendor shall further agree that it will not disclose any such information so designated to anyone outside of the University during the period of any PO/Contract issued, if any, pursuant to this RFP or thereafter without the prior written consent of the University, unless the

Vendor is required to disclose any such information for the following reasons: 1) To comply with a legal or court order, 2) to defend itself or pursue its legal rights in a legal proceeding, or 3) to protect the health, safety, or welfare or others.

- 5.1.18. Termination. University reserves the right, in its sole discretion, to terminate any PO/Contract issued, if any, pursuant to this RFP, in whole or in part, without penalty, upon written notice to Vendor. Such notice shall be delivered pursuant to any notice provision in such PO/Contract. Upon receipt of such notice, the Vendor shall, as notice directs: 1) discontinue all services affected; and 2) deliver to the University all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by the Vendor in performing its obligations under any PO/Contract, whether completed or in progress. Vendor will be compensated for Services provided pursuant to any PO/Contract issued, if any, pursuant to this RFP to the effective date of termination only.
- 5.1.19. Force Majeure. Neither Vendor nor University shall be liable for any failure or delay in its performance of any PO/Contract issued, if any, pursuant to this RFP if such failure or delay is directly or indirectly occasioned by an event of Force Majeure. For purposes hereof, "Force Majeure" means any event beyond the control of either party and which is relied upon by either party as justification for delay in, or as excuse from complying with, any obligation required of the party under any PO/Contract issued, if any, pursuant to this RFP, including, but not limited to: (i) an act of God, war, terrorism, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects any PO/Contract issued, if any, pursuant to this RFP, the operation of, or any permits or licenses associated with or related to, the Services; (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county or local law, rule, permit, regulation or ordinance after the date of execution of any PO/Contract issued, if any, pursuant to this RFP, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial or material adverse effect on the cost of performing the obligations herein; (iv) any work stoppages, strikes, picketing, labor dispute, or similar activities at the Premises; (v) the institution of a legal or administrative action or similar proceeding by any person or entity that delays or prevents any aspect of the Services. In the event of Force Majeure, and during the continuance thereof, the obligations under any PO/Contract issued, if any, pursuant to this RFP shall be suspended and neither party shall have any liability to the other due to such event of Force Majeure or such suspension. If the Force Majeure continues unabated for a period of sixty (60) days and renders either party unable, wholly or in part, to carry out any material part of its obligations under any PO/Contract issued, if any, pursuant to this RFP, then either party shall have the right to terminate any PO/Contract issued, if any, pursuant to this RFP and shall not have any liability to the other party other than any monetary obligations to the other which has become due prior to the date of such termination.
- 5.1.20. Changes. The University may, from time to time, require changes in the scope of the Services of the Vendor to be performed under any PO/Contract issued, if any, pursuant to this RFP. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by the parties, shall be incorporated by written amendment.
- 5.1.21. Jurisdiction; Governing Law. The laws of the State of West Virginia shall govern the interpretation and enforcement of any PO/Contract issued, if any, pursuant to this RFP. All disputes arising out of related to any PO/Contract issued, if any, pursuant to this RFP shall be filed by Vendor in the West Virginia Court of Claims in Kanawha County or filed by University in a court of competent jurisdiction.
- 5.1.22. Successors and Assigns. Any PO/Contract issued, if any, pursuant to this RFP shall bind and benefit the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. The personal skill, judgment and abilities of the Vendor are an essential element of any PO/Contract issued, if any, pursuant to this RFP. Therefore, although the parties recognize that the Vendor may employ employee qualified personnel to provide services under the Vendor's supervision, the Vendor shall not assign, transfer or subcontract any portion of the services to another party without the prior written consent of the University.

**APPENDIX 1: MANDATORY PROPOSAL SUBMISSION FORMS**

**West Virginia University**

**Procurement, Contracting and Payment Services**

**Request for Proposals 90003130V**

**Potomac State College Branding & Marketing Campaign**

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Address and Deliver Proposals to:

West Virginia University  
Procurement, Contracting & Payment Services  
One Waterfront Place; Don Knotts Blvd  
3<sup>rd</sup> Floor, Room 3403  
Morgantown WV 26501-4976

Include the following information on outside of shipping container.

RFP#: 90003130V  
Date Due: March 24, 2014  
Time Due: 4:00 p.m. EST

Name of Firm: \_\_\_\_\_ (“Proposer”)

Firm Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: Enter Address:

Enter Address:

Enter City: Enter State: Enter Zip Code:

This Appendix 1 shall appear as the first page of the Proposal response.

By submitting a Proposal in response to West Virginia University Request for Proposal, the Proposer certifies the following:

1. Proposer has not had and will not have discussions or communications regarding this solicitation with any other individuals associated in any capacity with the University, its employees, consultants, contractors or members of its Board of Governors, other than the Procurement Official. If the Proposer has had discussions or communications, whether initiated by the Proposer or by other University employees, consultants, contractors or members of its Board of Directors, the Proposer shall attach to this form, a full description of its discussions or communications or provide prompt written notice to the Procurement Official if the discussion or communication occurred after Proposal submission.
2. The Proposal has been developed independently, without consultation or agreement with any individuals associated in any capacity with the University, its employees, consultants, contractors or members of its Board of Governors;
3. The Proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition;

4. No attempt has been made or will be made by Proposer to induce any other Proposer to submit or not to submit a Proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the contract period between Proposer and the University that interferes with fair competition or as a conflict of interest; and
6. Proposer has not and will not offer or give any gratuities (in the form of entertainment, gifts, or otherwise) directly or indirectly, to any person or employee of the University with a view toward securing favorable treatment in the awarding of any potential Agreement resulting from this solicitation.

Proposals are due no later than March 24, 2014, at 4:00 p.m., EST Time. Proposals must be submitted to:

West Virginia University  
 Procurement, Contracting and Payment Services  
 One Waterfront Place; Don Knotts Blvd  
 Third Floor / Room 3403  
 Morgantown, WV 26501-4976

A Proposer who mails a Proposal should allow adequate mailing time to ensure its timely receipt. Proposals received after the time specified in the RFP may not be considered (see Section 2.8, "Late Submission and Modifications of Proposal"). If determined to be received late, all Proposals received after the specified time will be returned unopened.

**LIABILITY**

Proposer agrees to indemnify and save and hold the University, its agents and employees harmless from any and all claims or causes of action arising out of this RFP by Proposer or Proposer's agents or employees.

**DISCLAIMERS**

This RFP does not obligate West Virginia University to award a Contract or complete the proposed project, and WVU reserves the right to cancel this RFP with or without cause or notice. Proposers must include the required information called for in this RFP. WVU reserves the right to reject a Proposal if required information is not provided or is not organized as directed.

ACKNOWLEDGMENT OF AMENDMENTS:	Amendment #	Date	Amendment #	Date
The above Proposer acknowledges receipt of the following addenda to the solicitation:  (Identify addendum number and date of each.)				

This Proposal is submitted by: Name: \_\_\_\_\_  
*(print or type)*

Title: \_\_\_\_\_  
*(print or type)*

Signature: \_\_\_\_\_