



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 09-16-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 1300 1300 STO2200000002 1	Procurement Folder:	876247
Document Name:	Advertising/Marketing/PR	Reason for Modification:	
Document Description:	Advertising/Marketing/PR		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-10-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-09-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000002227 DIGITAL RELATIVITY LLC 211 W MAPLE AVE FAYETTEVILLE WV 25840 US Vendor Contact Phone: 304-663-6890 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US	WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

9-22-21
Bar

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION
DATE: Tara K. 9/21/2021
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: John & Gray
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: Beverly Toler 9-29-2021
ELECTRONIC SIGNATURE ON FILE

9/29/2021

Extended Description:

The Vendor, Digital Relativity, LLC of Fayetteville, WV, agrees to enter with the Agency, the West Virginia State Treasurer's Office, into an open-end contract to provide advertising and promotional support services and materials for each of its public programs, per the specifications, terms and conditions, proposal requirements, Addendum No.01 issued 07/01/2021, the Vendor's proposal (technical and cost) dated 07/13/2021, all incorporated herein by reference, and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	82101800			HOUR	110.000000
	Service From	Service To			

Commodity Line Description: Account Management

Extended Description:

Account Management

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	82101800			HOUR	110.000000
	Service From	Service To			

Commodity Line Description: Creative/Design Services

Extended Description:

Creative/Design Services

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	82101800			HOUR	110.000000
	Service From	Service To			

Commodity Line Description: Video/Audio Production

Extended Description:

Video/Audio Production

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	82101800			HOUR	110.000000
	Service From	Service To			

Commodity Line Description: Digital Production

Extended Description:

Digital Production

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	82101800			HOUR	85.000000
	Service From	Service To			

Commodity Line Description: Print Production

Extended Description:

Print Production

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	82101800			HOUR	85.000000
	Service From	Service To			

Commodity Line Description: Print Production

Extended Description:
Print Production

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	82101800			PCT	0.000000
	Service From	Service To			

Commodity Line Description: Advertisement Placement Buys

Extended Description:
Advertisement Placement Buys

Percentage Charged will be 3%

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	82101800			PCT	0.000000
	Service From	Service To			

Commodity Line Description: Subcontracted Services

Extended Description:
Subcontracted Services

Percentage Charged will be 3%

	Document Phase	Document Description	Page 4
STO2200000002	Draft	Advertising/Marketing/PR	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on 10/01/2021 and the initial contract term extends until 09/30/2022.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached _____
Revised 04/21/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐

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☐

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: _____ per occurrence.
- ☐ **Aircraft Liability** in an amount of: _____ per occurrence.
- ☐
- ☐
- ☐
- ☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all 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, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims 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; and (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 and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%)

of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the Revised 04/21/2021

WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

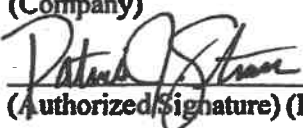
45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Patrick J. Strader Founder / CEO
(Name, Title)
Patrick J. Strader Founder / CEO
(Printed Name and Title)
211 W. Maple Ave. Fayetteville, WV 25840
(Address)
304-663-6890 | 304-608-2121
(Phone Number) / (Fax Number)
pat@digitalrelativity.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Digital Relativity, LLC
(Company)
 Patrick J. Strader Founder / CEO
(Authorized Signature) (Representative Name, Title)
Patrick J. Strader Founder / CEO
(Printed Name and Title of Authorized Representative)
7/12/21
(Date)
304-663-6890 | 304-608-2121
(Phone Number) (Fax Number)

REQUEST FOR PROPOSAL

(West Virginia State Treasurer's Office RFP STO2100000002)

SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment: The Agency has several locations in Charleston, including offices at the State Capitol Complex and a Kanawha City location. The vendor may be asked to meet in-person or work remotely. The Agency manages several public programs and state services that require various advertising and outreach efforts to fulfill requirements designated under state law and to achieve maximum participation and program success. Those programs include, but are not limited to: the **West Virginia Board of Treasury Investments** (manages the short-term investment of state and political subdivision funds); the **Unclaimed Property Division** (collects and holds property deemed abandoned until claimed by rightful owners); the **SMART529 Educational Savings Solution** (Internal Revenue Code §529 tax-deferred savings program with mutual fund investment options); the **West Virginia Retirement Plus** program (Internal Revenue Code §457 deferred compensation program for state and political subdivision employees); **WVABLE** (Internal Revenue Code §529A tax-deferred savings program with investment options for people with disabilities); the **West Virginia Jumpstart Savings Program** (a new program created under W.Va. Code §18-30A-1, *et seq.*); the **Hope Scholarship Program** (a new program created under W.Va. Code §18-31-1, *et seq.*); **Financial Education**; and various other initiatives.

4.2. Project Goals, Objectives, and Mandatory Requirements: Throughout the year, the Agency needs advertising and promotional support services and materials for each of its public programs. The actual amounts expended will be determined solely by the Agency and will vary from year-to-year. Nothing in the RFP or any contract/purchase order issued shall prohibit the Agency from performing certain or all of the services contemplated in this RFP, nor from obtaining the services from another vendor if in the best interest of the Agency and/or the State of West Virginia. The Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. A Vendor's response should include any information about how the proposed approach is superior to other possible approaches.

4.2.1. Goals and Objectives – The project goals and objectives are listed below. Documentation, references, or other information to confirm compliance or experience with the goals, objectives, or requirements are preferred with the bid submission but may be requested after bid opening for evaluation purposes and prior to contract award.

4.2.1.1. Goal: Comprehensive marketing and/or advertising campaign

Discuss your firm's approach to plan, budget, design, and execute a comprehensive marketing and/or advertising campaign. Explain how you will use available funds in an efficient and cost-effective manner. Include your effort to ensure the creative material is relevant to the campaign goals. Discuss your approach in determining the best strategy, including the range of media that would be considered appropriate, such as newspaper/print, broadcast (television/radio), direct mail, or online, including your methods to place and track media. Detail how you will measure results. Provide examples of similar campaigns completed within the last 24 months.

REQUEST FOR PROPOSAL

(West Virginia State Treasurer's Office RFP STO2100000002)

4.2.1.2. Goal: Targeted digital advertising campaign

Discuss your firm's approach to planning, budgeting, and executing an effective digital marketing campaign. Explain how you will research and target appropriate audiences for program-specific messages and use available funds in an efficient and cost-effective manner. Discuss your ability to successfully use microtargeting to capitalize on consumer data, predict behavior, and develop a hyper-targeted advertising strategy. Including your methods to place media and track results. Detail your effort to ensure the creative material is relevant to the campaign goals. Discuss how you will involve the Agency in finalizing plans. Provide examples of a similar campaign completed within the last 24 months.

4.2.1.3 Objective: Account Management

Discuss your firm's approach to account management. Include ways you develop and manage all projects in a cost-effective manner. Discuss how you consult clients on best strategies and comprehensive campaigns.

4.2.1.4. Objective: Creative Services

Explain your ability to provide creative services, including design, copy, graphics, photography, storyboards, audio, video, print, digital content, and other creative advertising and marketing items.

4.2.1.5. Objective: Video/Audio Production

Explain your ability to develop and produce video and audio production used for commercials, tutorials, interviews, documentaries that may be used by the Agency for various purposes including television, radio, digital or other types of broadcasts or viewings.

4.2.1.6. Objective: Digital Production

Explain your ability to develop and produce digital designs and advertisements including the development of products that could include websites, internet portals, intranet sites, digital advertisements, digital billboards, promotional emails, electronic newsletters, or social media.

4.2.1.7. Objective: Print Production

Explain your ability to develop and produce print advertisements, newspaper inserts, documents, reports, signs, logos, manuals, guides, handouts, direct mail advertisements, and any other related printing and procurement of items that may be distributed at events, meetings, and other functions.

4.2.1.8. Objective: Survey/Analysis/Evaluation

Discuss your ability to survey, analyze and evaluate for pre-project and post-project needs. Include ways you will measure success of efforts.

4.2.1.9. Objective: Advertisement Placement Buys

Explain your ability to secure advertisement placement or media buys including radio or television time; newspaper, magazine, or other print space; outdoor billboards; digital billboards; social media; or other forms of advertisements.

4.2.1.10. Objective: Affordable and Quality Subcontracted Services

Provide a list of the services contemplated under this RFP that you expect to be provided by subcontractors; detail how they may benefit the agency; and explain your process for selecting subcontracted services.

REQUEST FOR PROPOSAL

(West Virginia State Treasurer's Office RFP STO2100000002)

4.2.2. Mandatory Project Requirements:

The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

Documentation, references, or other information to confirm compliance or experience with the goals and objectives are preferred with the bid submission but may be requested after bid opening for evaluation purposes and prior to contract award.

- 4.2.2.1.** The Vendor must be capable of providing or securing a full range of advertising services for multiple Agency programs simultaneously, prior to reimbursement by the Agency. These services shall include, but are not limited to, project planning and budgeting; project management; development of advertising and promotional themes and related materials; development of campaigns and associated materials for each project; production and/or procurement of collateral materials (including direct mail, flyers, pamphlets, brochures, booklets, manuals, signs, posters, and displays); production and/or procurement of audio/visual materials; media procurement; event management; market research (including surveys and focus groups); social media strategies and implementations.
- 4.2.2.2.** For each strategy or project, the Vendor must develop and propose an itemized plan and budget. The Agency and Vendor shall mutually determine time frames and deadlines for each project. All materials and campaigns must be approved in advance by the Agency before work commences.
- 4.2.2.3.** The Vendor is responsible for finding low-cost providers and negotiating favorable rates for advertising and other third-party purchases. Whenever possible, a minimum of three (3) detailed cost estimates from three (3) different subcontractors should be presented for review and final approval from the Agency with the exception of media buys. The Vendor shall remit payment to the subcontractors within 45 days of receipt of invoice from the subcontractor, regardless of whether the Vendor has yet to be reimbursed by the Agency.
- 4.2.2.4.** All materials and campaigns produced for the Agency will become the property of the Agency and may be used at any time during the engagement of the contract, as well as after the contract expires or is terminated.

REQUEST FOR PROPOSAL

(West Virginia State Treasurer's Office RFP STO2100000002)

- 4.3. Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

Documentation, references, or other information to confirm compliance or experience with the goals and objectives are preferred with the bid submission but may be requested after bid opening for evaluation purposes and prior to contract award.

- 4.3.1. Qualification and Experience Information:** Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1. Detail Vendor company information, including company description, legal structure, ownership, staffing numbers, organizational chart, pending contracts to merge or sell any portion of the firm and any information that will assist in evaluation.

4.3.1.2. Describe the scope and length of experience of your firm in providing services similar to those requested in this RFP. In your discussion, please include:

- a. Size and types of engagements handled by your firm;
- b. In-house capabilities;
- c. Location from which services will be provided; and
- d. Any other information you believe distinguishes your firm.

4.3.1.3. Identify the person who will have overall, hands-on account management responsibilities for the services, who will be known as the account executive. Provide a resume for this individual, including his or her qualifications, experience, expertise with similar projects, number of years with your firm and primary work location.

4.3.1.4. Identify the person(s) in your firm, other than the account executive, who will generally be assigned to provide the services. Describe the role of each person listed and provide a brief resume of each person listed which includes his or her qualifications, experience, expertise with similar projects, and number of years with your firm.

4.3.1.5. Describe your company's approach when there is turnover on a project team, including your ability to continue client services at the established level of quality without interruption.

4.3.2. Mandatory Qualification/Experience Requirements

The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

REQUEST FOR PROPOSAL

(West Virginia State Treasurer's Office RFP STO2100000002)

- 4.3.2.1.** The Vendor must have a managing member or director with a minimum of five (5) years of previous management-level experience in providing the advertising services requested to agencies or companies with similar needs.
- 4.3.2.2.** Vendor must have a managing member or director who has managed or directed at least two (2) previous engagements with annual billings of more than \$250,000 within the last three years. Vendor should describe each qualifying engagement, listing the managing member or director, the name of the client, the length of the relationship, and the services provided.
- 4.3.2.3.** Vendor's supervising staff member assigned to this account must possess a bachelor's degree, or five (5) years of related experience in lieu of a degree, in the areas of advertising, communications, or a related field such as journalism or marketing/sales. If the Vendor substitutes staff for this account, the experience, and qualification levels must be of a similar quality. The Agency reserves the right to approve and/or reject the Vendor's staff recommended to work on the account.

- 4.4. Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

- 4.4.1.** The Vendor account executive and staff who will be providing the services are expected to attend and make the presentation.
- 4.4.2.** Vendor shall provide a brief overview of its responses and materials provided in this RFP.
- 4.4.3.** Vendor shall make a presentation to the Agency of campaign examples, as specified in Section 4.2.1.
- 4.4.4.** The Vendor's presentation, including questions and answers, should last no longer than one (1) hour.

SECTION 5: VENDOR PROPOSAL

- 5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. Proposal Format:** Vendors should provide responses in the format listed below:

REQUEST FOR PROPOSAL

(West Virginia State Treasurer's Office RFP STO2100000002)

- 5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: Technical Proposal and Cost Proposal. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
- 5.3.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
- 5.3.3. Table of Contents:** Clearly identify the material by section and page number.
- 5.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.
- 5.3.5. Proposal Submission:** All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.

REQUEST FOR PROPOSAL

(West Virginia State Treasurer's Office RFP STO2100000002)

SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal (see Attachment A). The Vendor who demonstrates that it meets all the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

Project Goals and Objectives (§ 4.2)

- | | |
|--|---------------------------|
| • <u>Goals and Objectives (§ 4.2.1)</u> | <u>30 Points Possible</u> |
| ○ Demonstration of ability to provide services | 4 |
| ○ Demonstration of ability to meet goals | 4 |
| ○ Level of innovation/creativity | 4 |
| ○ Clarity of message | 4 |
| ○ Coordination of materials | 4 |
| ○ Representation of client | 4 |
| ○ Demonstration of success of campaign | 4 |
| ○ Presentation of information
(including organization, grammar, and spelling) | 2 |
| • <u>Exceeding Mandatory Project Requirements (§ 4.2.2)</u> | <u>5 Points Possible</u> |

Qualifications and experience (§ 4.3)

- | | |
|--|---------------------------|
| • <u>Qualifications and Experience Generally (§ 4.3.1)</u> | <u>15 Points Possible</u> |
| ○ Demonstration of success in providing services | 5 |
| ○ Stability of firm | 4 |
| ○ Qualifications of staff | 4 |
| ○ Presentation of information
(including organization, grammar, and spelling) | 2 |
| • <u>Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2)</u> | <u>5 Points Possible</u> |

<u>(Oral interview, if applicable) (§ 4.4)</u>	<u>15 Points Possible</u>
--	---------------------------

REQUEST FOR PROPOSAL

(West Virginia State Treasurer's Office RFP STO2100000002)

Total Technical Score:

70 Points Possible

Total Cost Score:

30 Points Possible

Total Proposal Score: 100 Points Possible

6.3. Technical Bid Opening: At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

6.4. Technical Evaluation: The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

6.5. Proposal Disqualification:

6.5.1. Minimum Acceptable Score ("MAS"): Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

6.5.2. Failure to Meet Mandatory Requirement: Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

6.6. Cost Bid Opening: The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

6.7. Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division. Please see the cost sheet in Attachment A.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

REQUEST FOR PROPOSAL

(West Virginia State Treasurer's Office RFP STO2100000002)

Step 1: Lowest Cost of All Proposals / Cost of Proposal Being Evaluated = Cost Score Percentage

Step 2: Cost Score Percentage X Points Allocated to Cost Proposal = Total Cost Score

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 – \$1,000,000 / \$1,000,000 = Cost Score Percentage of 1 (100%)
Step 2 – 1 X 30 = Total Cost Score of 30

Proposal 2: Step 1 – \$1,000,000 / \$1,100,000 = Cost Score Percentage of 0.909091 (90.9091%)
Step 2 – 0.909091 X 30 = Total Cost Score of 27.27273

- 6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Digital Relativity, LLC
(Company)

Patrick J. Strader
(Representative Name, Title)

304-663-6890 pate@digitalrelativity.com
(Contact Phone/Email)

7/12/21
(Date)

REQUEST FOR PROPOSAL

(West Virginia State Treasurer's Office RFP STO2100000002)

Attachment A: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.

Bids for hourly rates and service charges shall include all costs, including travel and overhead. The Agency shall not pay any other fees or costs.

Insert the amounts you bid for the hourly rate. Multiply the estimated hours by the hourly rate you bid. Enter the total at the bottom.

The Vendor understands that all services will be provided and billed for based upon actual hours. Estimated hours noted on the Cost Sheet for service categories are estimates for evaluation purposes only. The Agency makes no guarantee to the actual quantity of services that will be required by the Agency.

If the Vendor plans to charge an additional markup fee for subcontracted purchases or media buys, please provide the add-on percentage in the below chart using this formula: Estimated Cost TIMES Percentage Charged EQUALS TOTAL

Services	Estimated Hours	Hourly Rate	TOTAL
Account Management		\$ 110	
Creative/Design Services		\$ 110	
Video/Audio Production		\$ 110	
Digital Production		\$ 110	
Print Production		\$ 85	
Survey/Analysis/ Evaluation		\$ 85	
	Estimate Cost	Percentage Charged	TOTAL
Advertisement Placement Buys		3 %	
Subcontracted Services		3 %	
FINAL TOTAL:			

VENDOR: Digital Relativity, LLC



7/12/21

Revised 08/02/2018



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Proposals
Service - Prof

Proc Folder: 876247

Doc Description: Advertising/Marketing/PR

Reason for Modification:

Addendum No. 1 - to provide responses to vendor questions and extend the bid opening.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-01	2021-07-13 13:30	CRFP 1300 STO2100000002	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 1 -

1. To provide responses to vendor questions. See attached pages.
2. The bid opening has moved from 07/08/2021 to 07/13/2021. The bid opening time remains at 1:30 pm.

Please note:

Submission of a response to a Request for Proposal is not permitted in wvOASIS.

The Purchasing Division will not accept bids, modifications of bids, or addendum acknowledgment forms via e-mail.

No other changes.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV 25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Account Management	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description:

Account Management

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV 25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
2	Creative/Design Services	50.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description:
Creative/Design Services

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV 25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
3	Video/Audio Production	20.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description:
Video/Audio Production

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV 25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
4	Digital Production	20.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description:

Digital Production

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV 25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
5	Print Production	20.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description:

Print Production

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV 25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
6	Print Production	20.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description:

Print Production

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV 25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
7	Advertisement Placement Buys	0.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description:

Advertisement Placement Buys

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV 25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
8	Subcontracted Services	0.00000	PCT		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description:
Subcontracted Services

SCHEDULE OF EVENTS		
Line	Event	Event Date

SOLICITATION NUMBER: CRFP STO2100000002

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFP STO2100000002 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To provide responses to vendor questions. See Attachment A.
2. The bid opening date has moved from 07/08/2021 to 07/13/2021. The bid opening time remains at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFP STO2100000002

ADDENDUM NO. 1

ATTACHMENT A

Questions:

- Q1: Please name the vendor who currently holds this contract.
- A1: There is no current vendor for this service. The previous vendor was The Manahan Group. That contract expired January 31, 2021.
- Q2: Regarding 4.2.1.1. Please describe the programs to be digitally marketed, the audience to be targeted in relation to each program to be marketed and the desired goals and/or expected measurable results you are looking for from each programs marketing effort.
- A2: Once a vendor is selected, the vendor will meet with WV STO ("STO") staff to discuss specific marketing projects and goals for each individual program. Over the course of the contract, programs to be digitally marketed and correlating target audiences may include:
- SMART529, West Virginia's educational savings and investment plan. The target audience includes West Virginia parents and grandparents of newborns and young children under the age of 12.
 - WVABLE, West Virginia's savings and investment plan for qualified people with disabilities. The target audience includes qualified individuals in West Virginia with disabilities, their families, and their caregivers.
 - Unclaimed Property, West Virginia's program for misplaced assets. The target audience is anyone over 18 years old who may be identified as having unclaimed funds in the state of West Virginia.
 - West Virginia Retirement Plus, West Virginia's supplemental retirement savings and investment plan for public employees. The target audience is West Virginia public employees at the state and local level.
 - The Jumpstart Savings Plan, West Virginia's new savings and investment program for individuals planning for a career in a vocational or technical field. The target audience is young entrepreneurs and West Virginians preparing for a career in a vocational or technical trade.
 - The Hope Scholarship, West Virginia's new Educational Savings Account (ESA) program. The target audience is parents who may want to use the state portion of their child's education funding for alternative education opportunities.

For each program and/or specific campaign, there are two main goals: 1) Brand awareness and 2) increased participation. Key Performance Indicators (KPI) would include quarterly increased website traffic and conversion rates. The vendor may be asked to help determine additional KPI for specific campaigns. Ultimately, measurable metrics may include: CTR, website traffic, average time on page, low bounce rates, and conversions.

- Q3: Regarding 4.2.1.2. Please offer a few examples of “program specific messages” and the intended “target appropriate audience”.
- A3: The STO administers various programs and services that may appeal to different demographics. “Program-specific messages” simply means marketing campaigns and messaging will be unique to each individual program. “Appropriate audiences” to be targeted will vary and are detailed in Specific examples of “program-specific” messaging and the respective “target audiences” may include: a holiday gifting campaign targeting grandparents age 50+ for SMART529 contributions; a SMART529 campaign for parents (ages 21-35) of newborns; a lost assets campaign for adults 50+ to visit the unclaimed property website and conduct a free search; etc.
- Q4: Please describe the dollar amounts spent by WVSTO on the type of services described in the RFP in fiscal years 2018, 2019, 2020.
- A4: The total dollar amounts spent annually by the STO for various services with the contracted vendor for advertising/marketing/public relations are as follows:
- FY18 \$355,769.66
FY19 \$366,092.90
FY20 \$384,331.61
FY21 \$127,243.09 (July to December 2020)
- Q5: Regarding 4.2.1.5. Please describe the types of video productions produced in fiscal years 2018, 2019, 2020 and the dollar amounts spent on these productions.
- A5: Video production services were not received in FY18 through FY20.
- Q6: Regarding 4.2.1.9. Please describe the dollar amounts spent on media buys in fiscal years 2018, 2019, 2020.
- A6: This breakdown is not immediately available, but the total dollar amounts spent annually by the STO on all billable services in these years is available in Answer 4 above.
- Q7: Is the bid opening date/time the same as the bid due date and time (7/8/21 at 1:30PM EST)?
- A7: The bid opening has been moved to 7/13/2021 at 1:30 pm.
- Q8: If the submitting firm can provide all service types in the cost sheet in-house, how will that comparison be made to firms who have to outsource/subcontract those services and may list \$0 as the cost in the service rate sheet?
- A8: Vendors may choose to list \$0 on any of the hourly rate sections or 0% on any of the percentage charged sections. If \$0 is listed on the cost sheet, it will be included in the cost evaluation and determination of the percentage necessary for cost evaluation. Information regarding the Evaluation process can be found in Section 6, titled Evaluation and Award, in the Request for Proposal documentation. In regards specifically to Cost Evaluation, each cost proposal will have points assigned using the formula found in Section 6. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

- Q9: Will any WV in-state preference be made?
- A9: Please see Sections 15 Preference and 15A Reciprocal Preference in the General Terms and Conditions portion of the CRFP documentation.
- Q10: Which service type does website design, development and support fall under?
- A10: Website design, development and support requested from the vendor should be billed under "Digital Production." However, please note the STO (and program administrators for SMART529, Unclaimed Property, WVABLE and WV Retirement Plus) currently design, develop and maintain all websites.
- Q11: Will the ongoing support and management of websites and hosting infrastructure put in place by prior vendors be part of the services provided by the vendor? If so, can you share details on those services and content management systems/platforms?
- A11: No.
- Q12: Can you please define what is meant by managing member or director?
- A12: In sections 4.3.2.1. and 4.3.2.2. managing member or director may be defined as anyone within the agency with a supervisory position. While at least one individual or "a" managing member or director within the agency must meet the criteria stated in sections 4.3.2.1. and 4.3.2.2. it is not required that "all" managing members or directors meet the criteria.
- Q13: In section 4.3.2.3., 'Vendor's supervising staff member assigned to this account must possess a bachelor's degree...', can you please define 'supervising staff member'? Is this considered the account executive/manager?
- A13: Yes, in section 4.3.2.3., the vendor's supervising staff member should be considered the account executive/manager assigned to the STO account.

OTHER INFORMATION:

1. The bid opening date has moved from 07/08/2021 to 07/13/2021. The bid opening time remains at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFP STO2100000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Digital Relativity, LLC

Company



Authorized Signature

7/12/21

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Curtis Miller Insurance Agency, Inc. 1800 Blizzard Drive Parkersburg WV 26101		CONTACT NAME: Jenney Wilson PHONE (A/C, No, Ext): 304-485-6431 FAX (A/C, No): 304-485-8139 E-MAIL ADDRESS: jenney@curtismlillerins.com	
INSURED Digital Relativity LLC 211 West Maple Street Suite C Fayetteville WV 25840		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: Travelers INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11000	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	41 SBA IW0896	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	MED EXP (Any one person) \$ 10,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		41 SBA IW0896	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		41 SBA IW0896	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000					
	\$					
	\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	UB-1J748252-21-42-G	03/28/2021	03/28/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000
	E.L. DISEASE - EA EMPLOYEE \$ 100,000					
	E.L. DISEASE - POLICY LIMIT \$ 500,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is listed as an additional insured for General Liability coverages.

CERTIFICATE HOLDER**CANCELLATION**

West Virginia State Treasurer's Office

Capitol Bldg 1 RM E-145

1900 Kanawha Blvd E

Charleston

WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jenney Wilson

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