



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

[List View](#)**General Information**[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 122910

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: STONEWALL RETAIL MARKETING INC

Alias/DBA:

Total Bid: \$315,059.00

Response Date: Response Time:

SO Doc Code: CRFQ

SO Dept: 0402

SO Doc ID: EDD1600000001

Published Date: 8/21/15

Close Date: 8/28/15

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 122910

Solicitation Description : ADDENDUM #3 WEST VIRGINIA FEED TO ACHIEVE MARKETING PROJECT

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-08-28 13:30:00	SR 0402 ESR08251500000000666	1

VENDOR

000000174364

STONEWALL RETAIL MARKETING INC

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper
 (304) 558-0468
 laura.e.hooper@wv.gov

Signature X **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Design & Development of WVFTA Logo				\$94,500.00

Comm Code	Manufacturer	Specification	Model #
80140000			

Extended Description : Lump Sum price to provide labor, materials and equipment in the Design & Development of WVFTA Logo.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Design / Print of Brochure or Booklet	10.00000	EA	\$1,327.000000	\$13,270.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Design/ Print of Brochure or Booklet Each Quantity of 1 is equal to 500 booklets.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Produce/Print of Universal WV FTA Banner	1.00000	EA	\$29,320.000000	\$29,320.00

Comm Code	Manufacturer	Specification	Model #
55121706			

Extended Description : Produce/Print of Universal WV FTA Banner Each Quantity of 1 is equal to 800 banners.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Retractable WV FTA Banner for Exhibit Booths	1.00000	DZ	\$1,850.000000	\$1,850.00

Comm Code	Manufacturer	Specification	Model #
55121706			

Extended Description : Retractable WV FTA Banner for for exhibit booths. Each Quantity of 1 is equal to 12 banners.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Tablecloths with the WV FTA LOGO for Exhibit Booth	1.00000	DZ	\$1,700.000000	\$1,700.00

Comm Code	Manufacturer	Specification	Model #
52121604			

Extended Description : Tablecloths with the WV FTA LOGO for Exhibit Booths. Each Quantity of 1 is equal to 12 table cloths.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Develop / Print Save-The Date Flyer	10.00000	EA	\$177.500000	\$1,775.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Save-The Date Flyer in Full Color/Full Bleed, 5" X 7", 100 lb. cover-glossy paper. Each Quantity of 1 is equal to 500 flyers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Develop Electronic Save-The-Date Flyer				\$0.00

Comm Code	Manufacturer	Specification	Model #
60105409			

Extended Description : Electronic Save-The-Date Flyer using e-marketing software. Lump sum price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Develop Sponsor Recognition Poster for Special Events	20.00000	EA	\$110.250000	\$2,205.00

Comm Code	Manufacturer	Specification	Model #
60121008			

Extended Description : Develop Sponsor Recognition Poster for Special Events. Minimum Order Quantity: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Design / Print of Program for Each Special Event	50.00000	EA	\$97.600000	\$4,880.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Design / Print of Program for Each Special Event. Each Quantity of 1 is equal to 100 programs.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Production of 3 - 5 Minute Videos for the Roll Out of WV FTA	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
86000000			

Extended Description : Production of 3 - 5 Minute Videos for the Roll Out of WV FTA

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Power Point Training Presentation on WV FTA	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
86000000			

Extended Description : Power Point Training Presentation on WV FTA. Power Point will be a 10 minute maximum training presentation for WVDE OCN staff to use.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Develop / Print WVFTA Ambassador Pocket-Card	10.00000	EA	\$85.500000	\$855.00

Comm Code	Manufacturer	Specification	Model #
14111815			

Extended Description : Develop / Print WVFTA Ambassador Pocket-Card for Grassroot Outreach. Each Quantity of 1 is equal to 500 cards.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Develop / Print Implementation Guide Booklet - Backpack Food	10.00000	EA	\$1,327.000000	\$13,270.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print Implementation Guide Booklet - Backpack Food Program. Each Quantity of 1 is equal to 500 Booklets.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Develop / Print Implementation Guide Booklet - School Food	10.00000	EA	\$1,327.000000	\$13,270.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print Implementation Guide Booklet - School Food Pantry at Local Schools. Each Quantity of 1 is equal to 500 Booklets.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Develop / Print WV FTA Annual Report to Legislature	10.00000	EA	\$1,327.000000	\$13,270.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print WV FTA Annual Report to Legislature. Each Quantity of 1 is equal to 500 Booklets.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Design / Place WV FTA Billboards Statewide	10.00000	EA	\$1,000.000000	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
55121904			

Extended Description : Design / Place WV FTA Billboards Statewide (price of each to include labor, materials and travel during install)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	30 Second Radio Advertising for WV FTA	100.00000	EA	\$100.000000	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
60105409			

Extended Description : 30 Second Radio Advertising for WV FTA Price for each ad to include placement, scheduling and coordination with radio channel1EA = 30 second ad

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Weekly Face-to-Face Meetings	80.00000	HOUR	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
44112004			

Extended Description : Weekly Face-to-Face MeetingsHourly rate is to include: all travel, lodging, meals, and any and all incidentals.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Develop / Print Talking Points Document for Grassroots	10.00000	EA	\$1,327.000000	\$13,270.00

Comm Code	Manufacturer	Specification	Model #
23242104			

Extended Description : Develop / Print Talking Points Document for Grassroots Outreach toolkit. Each Quantity of 1 is equal to 500 Booklets.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Develop / Print Laminated Child's Place-Mat for Grassroots	10.00000	EA	\$680.400000	\$6,804.00

Comm Code	Manufacturer	Specification	Model #
48102004			

Extended Description : Develop / Print Laminated Child's Place-Mat for Grassroots Outreach. Each Quantity of 1 is equal to 500 Placemats.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Develop/Print Parents Flyer for Grassroot Outreach - glossy	10.00000	EA	\$159.400000	\$1,594.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print Parents Flyer for Grassroot Outreach - glossy. Each Quantity of 1 is equal to 500 flyers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Develop/Print Schools Flyer for Grassroot Outreach - glossy	10.00000	EA	\$159.400000	\$1,594.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print Schools Flyer for Grassroot Outreach - glossy. Each Quantity of 1 is equal to 500 flyers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Develop/Print Donors Flyer for Grassroot Outreach - glossy	10.00000	EA	\$159.400000	\$1,594.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print Donors Flyer for Grassroot Outreach - glossy. Each Quantity of 1 is equal to 500 flyers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Develop/Print Media Flyer for Grassroot Outreach - glossy	10.00000	EA	\$159.400000	\$1,594.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print Parents Media for Grassroot Outreach - glossy. Each Quantity of 1 is equal to 500 flyers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Develop/Print Parents Flyer for Grassroot Outreach - non	10.00000	EA	\$152.400000	\$1,524.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print Parents Flyer for Grassroot Outreach (non-glossy. Each Quantity of 1 is equal to 500 flyers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Develop / Print Schools Flyer for Grassroot Outreach - non	10.00000	EA	\$152.400000	\$1,524.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print Schools Flyer for Grassroot Outreach (non-glossy. Each Quantity of 1 is equal to 500 flyers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Develop / Print Donors Flyer for Grassroot Outreach - non	10.00000	EA	\$152.400000	\$1,524.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print Donors Flyer for Grassroot Outreach (non-glossy) Each Quantity of 1 is equal to 500 flyers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Develop / Print Media Flyer for Grassroot Outreach - non	10.00000	EA	\$152.400000	\$1,524.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print Media Flyer for Grassroot Outreach (non-glossy) Each Quantity of 1 is equal to 500 flyers.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Develop / Print WV FTA at School Implementation Guide	10.00000	EA	\$1,327.000000	\$13,270.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print WV FTA at School Implementation Guide for Grassroot Outreach. Each Quantity of 1 is equal to 500 Booklets.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Develop / Print WV FTA at Home Implementation Guide	10.00000	EA	\$1,327.000000	\$13,270.00

Comm Code	Manufacturer	Specification	Model #
55101520			

Extended Description : Develop / Print WV FTA at Home Implementation Guide for Grassroot Outreach. Each Quantity of 1 is equal to 500 Booklets.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Develop/Print Posters for Grassroots Outreach - Schools	10.00000	EA	\$412.900000	\$4,129.00

Comm Code	Manufacturer	Specification	Model #
60121008			

Extended Description : Develop / Print Posters for Grassroots Outreach - Schools. Each Quantity of 1 is equal to 500 posters.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Develop / Print Posters for Grassroots Outreach - Community	10.00000	EA	\$412.900000	\$4,129.00

Comm Code	Manufacturer	Specification	Model #
60121008			

Extended Description : Develop / Print Posters for Grassroots Outreach - Community Each Quantity of 1 is equal to 500 Posters.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Tool Box Kit for Grassroots Outreach Materials	10.00000	EA	\$3,755.000000	\$37,550.00

Comm Code	Manufacturer	Specification	Model #
44122025			

Extended Description : Tool Box Kit for Grassroots Outreach Materials. Each Quantity of 1 is equal to 200 Kits. Addendum # 1 To change the bid opening date to 08/18/2015 at 1:30PM. No further changes. THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF EDUCATION (WVDE) OFFICE OF CHILD NUTRITION (OCN) TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE LABOR, MATERIALS AND EQUIPMENT TO DEVELOP AND EXECUTE THE STATEWIDE WEST VIRGINIA FEED TO ACHIEVE (WV FTA)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/24/2015

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 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 Reagle & Padden, Inc. 200 Star Avenue, Suite 210 Parkersburg WV 26101	CONTACT NAME: Glenna Schott
	PHONE (A/C No. Ext): (304) 422-8476 FAX (A/C No): (304) 428-7374
	E-MAIL ADDRESS: glenna@reagle-padden.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sentinel Insurance Co., LTD NAIC # 11000
	INSURER B: BrickStreet Mutual Ins Co 12372
	INSURER C: CSU Producer Resources, Inc.
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2015-16 GL 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			40SBAIW2278	3/19/2015	3/19/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ See Below
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
A	AUTOMOBILE LIABILITY			40SBAIW2278	3/19/2015	3/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WV BrickStreet	1/11/2015	1/11/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Policy #WCB1020576			OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below			40SBAIW2278	3/19/2015	3/19/2016	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	E&O & Professional Liab			CSU0056881	4/9/2014	4/9/2016	Incl Personal & Adv Injury 1,000,000
	Fidelity Bond			CSU0056881	4/9/2014	4/9/2016	1,000,000

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

CERTIFICATE HOLDER West Virginia Dept of Education Office of Child Nutrition 2019 Washington Street, East Charleston, WV 25305	CANCELLATION 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 Glenna Schott/GS <i>Glenna M. Schott</i>



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

State of West Virginia
 Request for Quotation

Proc Folder: 122910

Doc Description: WEST VIRGINIA FEED TO ACHIEVE MARKETING PROJECT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-07-01	2015-08-04 13:30:00	CRFQ 0402 EDD1600000001	1

BID RECEIVING LOCATION

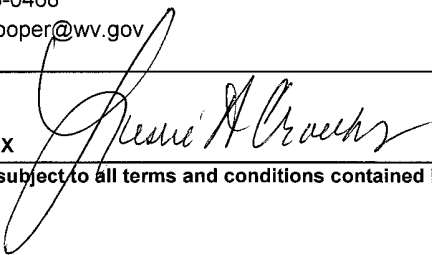
BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper
 (304) 558-0468
 laura.e.hooper@wv.gov

Signature X  FEIN # 31-1737497 DATE 8.24.15

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



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

State of West Virginia
 Request for Quotation

Proc Folder: 122910

Doc Description: ADDENDUM #1 WEST VIRGINIA FEED TO ACHIEVE MARKETING PROJECT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-07-30	2015-08-18 13:30:00	CRFQ 0402 EDD1600000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper
 (304) 558-0468
 laura.e.hooper@wv.gov

Signature X *Jessie A Crockett*

FEIN # 31-1737497

DATE 8.24.15

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



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

State of West Virginia
 Request for Quotation

Proc Folder: 122910

Doc Description: ADDENDUM #2 WEST VIRGINIA FEED TO ACHIEVE MARKETING PROJECT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-17	2015-08-25 13:30:00	CRFQ 0402 EDD1600000001	3

BID RECEIVING LOCATION

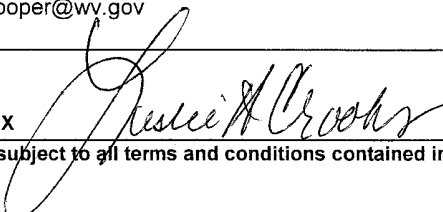
BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper
 (304) 558-0468
 laura.e.hooper@wy.gov

Signature X  FEIN # 31-1737497 DATE 8.24.15

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



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

State of West Virginia
 Request for Quotation

Proc Folder: 122910

Doc Description: ADDENDUM #3 WEST VIRGINIA FEED TO ACHIEVE MARKETING PROJECT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-21	2015-08-28 13:30:00	CRFQ 0402 EDD1600000001	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper
 (304) 558-0468
 laura.e.hooper@wv.gov

Signature X

FEIN #

31-1737499

DATE

8.24.15

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EDD160000001

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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 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.

Stonewall Retail Marketing, Inc
Company
Jessie A. Crooks
Authorized Signature
8.24.15
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

ATTACHMENT B
REQUEST FOR QUOTATION
CRFQ_EDD160000001 Integrated Marketing and Advertising Services for the
West Virginia Feed to Achieve Project

12.2 The following remedies shall be available to Agency upon default.

12.2.2 Immediate cancellation of the Contract.

12.2.3 Immediate cancellation of one or more release orders issued under this Contract.

12.2.4 Any other remedies available in law or equity.

13 MISCELLANEOUS:

13.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

13.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

13.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

13.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Lestre A Crooks
Telephone Number: 740.323.2334
Fax Number: 740.373.3105
Email Address: LCROOKS@STONEWALLGROUP.COM

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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. **"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.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"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.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"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 upon award and extends for a period of one (1) year(s).

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 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. 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 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited.

- 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.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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. **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.
7. **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 of 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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a 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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- 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.

- 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.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
- Commercial General Liability Insurance:** In the amount of \$ 1,000,000.00 _____ or more.
- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.
- Workers Compensation Insurance - \$1,000,000.00**
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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 above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

- 9. WORKERS' COMPENSATION INSURANCE:** The apparent successful 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. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____ for _____.
- 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.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **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.
22. **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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **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.
24. **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.
25. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **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.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. 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>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information **WILL NOT BE HONORED**.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

- 32. 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.
- 33. 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.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. 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.
- 40. 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.requisitions@wv.gov.

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

- 42. 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 heath, 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.

43. 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education (WVDE) Office of Child Nutrition (OCN) to establish an open-end contract for all labor, materials and equipment to develop and execute the statewide West Virginia Feed to Achieve (WV FTA) Marketing Project.

BACKGROUND: To address the issue of childhood hunger throughout our state, the West Virginia Legislature passed Senate Bill No. 663 in April 2013, creating the West Virginia Feed to Achieve Act. It focuses on improving the nutrition, physical activity and health of West Virginia's children. The West Virginia Feed to Achieve Act will insure that every school-aged child is given the nutritious meals that their growing bodies require in order to succeed in life.

PROJECT OVERVIEW: The Feed to Achieve Act is two-tiered. The first tier is the realignment of breakfast with the instructional day. This piece of the legislation was implemented at the beginning of the 2014-2015 school year which is now underway. The second tier is for the West Virginia Department of Education Office of Child Nutrition to produce a marketing campaign to raise statewide awareness of the program and to allow for the collection of donations from both the public and private sector in order to offset the food cost associated with feeding children during and outside of the school day. The West Virginia Feed to Achieve Act will insure that every school-aged child is given the nutritious meals that their growing bodies require in order to succeed in life. West Virginia Feed to Achieve will serve 765 schools in all 55 counties.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS and used to evaluate the Solicitation responses.
- 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities should provide documentation, prior to award, of having the following minimum qualifications:

- 3.1. Project manager for this project has 7 years of experience in integrated marketing and advertising
- 3.2. Branding development capability (i.e. Logo, tagline, usage guidelines, collateral materials, etc.)
- 3.3. Market analysis/target market identification
- 3.4. Experience in integrated marketing and communications plan development (i.e. Alignment of public relations, marketing, advertisement, e-marketing, websites, social media, events, etc.)
- 3.5. Ability to develop and utilize contact database management system (e.g. An online system to capture contact information)
- 3.6. Experience in multi-media advertising placement
- 3.7. Ability to secure strategic earned media
- 3.8. Event management expertise in planning, logistics and promotions
- 3.9. Ability to develop and implement an integrated marketing campaign (i.e. Target audiences, deliverables, distribution tactics, timing, etc.)

4. MANDATORY REQUIREMENTS:

4.1 MANDATORY CONTRACT REQUIREMENTS & DELIVERABLES:

Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. The vendor must meet or exceed the mandatory requirements in designing and developing, at a minimum, the items listed below, this will include all labor, materials, and equipment. Contract Items must meet or exceed the mandatory requirements as shown below:

4.1.1 COMMODITY LINE 1 – DESIGN & DEVELOPMENT:

- 4.1.1.1 The Vendor must provide a lump sum price for the design and development of WVFTA logo, website and social media accounts per the specifications below:

REQUEST FOR QUOTATION
CRFQ_EDD1600000001 - Integrated Marketing and Advertising Services for the
West Virginia Feed to Achieve Project

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- 4.1.1.2 Vendor will design the WVFTA logo.
 - 4.1.1.2.1 Will work from a creative brief to develop no less than 4 examples.
 - 4.1.1.2.2 Will work with the WVDE Office of Child Nutrition and the Communication Office to finalize logo. Final logo version will be provided as: .AI, .EPS, .JPG, .PNG, .SVG
 - 4.1.1.2.3 Design and develop ALL marketing materials.
 - 4.1.1.2.4 Design and develop content for the WVFTA website. All website content must reside within the WVDE template and must reflect WVDE branding as specified by the WVDE Communications Office.
 - 4.1.1.2.5 Develop the initial html files for the website. All html provided by the vendor will comply with the html5 specifications as drafted by the World Wide Web Consortium (W3C). All access to the site (if any), including username(s), password(s), and method(s) of access will be provided as deemed necessary by the WVDE Webmaster. Vendor will not use any method to access the site other than that provided by the Webmaster. Vendor will not share, or cause to be shared, any provided username or password information with any other entity under any circumstances. Vendor will not install or develop any software or databases on the site. All components of the site become property of the WVDE when this contract terminates or expires.
 - 4.1.1.2.6 Develop a comprehensive social media plan including: content development, posting and analytics for Facebook, Twitter, and Instagram. All social media accounts will be set up by the WVDE Communications Office establishing administrator rights.
 - 4.1.1.2.7 Design and develop content and distribute a quarterly e-newsletter including the development of a contact data management system (The WVDE Office of Child Nutrition will provide the contacts to receive this e-newsletter if applicable).
 - 4.1.1.2.8 Develop and provide an annual evaluation of the WV FTA Marketing Campaign annually to WVDE Office of Child

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Nutrition and Communication Office to address if marketing efforts were successful.

4.1.2. COMMODITY LINE 2 – PRINT OF BROCHURE OR BOOKLET

4.1.2.1 Develop full color/full bleed foundational marketing brochure and/or booklet that will explain the dynamics of WVFTA to the general public in order to entice donations. 80 lb cover-glossy paper. Bound with glue (not staples) like a magazine to make a booklet. Minimum pages: 10; Maximum: 30. Minimum Order Quantity: 500

4.1.3 COMMONDITY LINE 3 – PRODUCE / PRINT OF UNIVERSAL WV FTA BANNER

4.1.3.1 Vendor will produce a WVFTA banner to be displayed at all West Virginia schools. Banners will be vinyl material, 6' wide x 3' high. All banner will have the same design using the FTA logo and colors from the FTA logo. Each banner will be personalized by adding the school's name. There will be holes on all four corners for hanging. Minimum order quantity will be 800.

4.1.4. COMMODITY LINE 4 -DISPLAY SCREEN, PULL-UP FOR EXHIBIT BOOTH

4.1.4.1. Produce twelve (12) full color pull-up display screens with the WV FTA Logo to be utilized at Special Events/Community Events. Vinyl Retractable Banner, 24"W X 80"H, includes support bar, aluminum retractable stand and canvas tote bag

**4.1.5. COMMODITY LINE 5 - TABLE CLOTHS WITH THE WV
FTA LOGO FOR EXHIBIT BOOTH**

4.1.5.1. Produce WV FTA table cloths with the WV FTA logo for all Special Events/ Community Events or as requested. These shall be a four-sided table throws, made of durable, wrinkle-resistant, easy-to-clean, flame-resistant 5-oz polyester twill fabric, lightweight, and includes unlimited spot imprint colors on the front of the throw. The West Virginia Feed to Achieve logo will be printed on the front of each. Tablecloths will be 90"x156" to fit 8 foot tables.

**4.1.6 COMMODITY LINE 6 – DEVELOP/PRINT OF SAVE-THE-
DATE FLYER IN FULL COLOR/FULL BLEED**

4.1.6.1 Vendor will develop a hard copy save-the-date flyer in full color/full bleed. . 5" X 7", 100 lb. cover-glossy paper. Minimum Order Quantity: 500

**4.1.7 COMMODITY LINE 7 – DEVELOP/PRINT OF SAVE-THE-
DATE FLYER IN FULL COLOR/FULL BLEED**

4.1.7.1 Vendor will develop an electronic save-the-date flyer using e-marketing software. This software will be provided by the vendor and the flier will be created by the vendor using their own software and expertise.

**4.1.8 COMMODITY LINE 8– SPONSOR RECOGNITION POSTER
FOR SPECIAL EVENTS**

4.1.8.1 Vendor will develop sponsor recognition posters for each event. Posters will be on foam core material, 4' x 5', color print and will be placed on an easel to be included in price. Each Sponsor

Poster will be customized depending on sponsor and we will order these individually. Minimum order amount will be 1.

**4.1.9 COMMODITY LINE 9 – DESIGN/PRINT OF PROGRAM
FOR EACH SPECIAL EVENT**

4.1.9.1 Vendor will design and print a program for each event. 8" X 11", 70lb cover-glossy paper. Folded down the center. Full color, full bleed with FTA design on cover, program information printed (text) on the inside and back. One 8" x 11" piece of paper per program. Minimum order quantity: 100

**4.1.10 COMMODITY LINE 10 – PRODUCTION OF 3 – 5 MINUTE
VIDEOS FOR THE ROLL OUT OF WV FTA**

4.1.10.1 Vendor will develop a concept to roll out WV Feed to Achieve presentation at conferences and other events. At minimum of 3 minutes with a 5 minute maximum video and Power Point or similar presentation software.

**4.1.11 COMMODITY LINE 11 – POWER POINT TRAINING
PRESENTATION ON WV FTA**

4.1.11.1 Vendor will develop communication tools to assist WVDE Office of Child Nutrition staff in sharing the WV Feed to Achieve message. This will include a training Power Point or similar presentation software to include information on how to access the interactive website.

Provide a 10 minute maximum training presentation for WVDE OCN staff to use.

4.1.12 COMMODITY LINE 12 – DEVELOP/PRINT OF WVFTA

**AMBASSADOR POCKET-CARDS FOR GRASSROOT
OUTREACH**

4.1.12.1 Vendor will develop a WV Feed to Achieve Ambassador full color/full bleed pocket card. It will be tented four-sided piece collectively the size of two business cards that are folded together. This item will be included in the Grassroots Outreach Toolkit (line # 33). Minimum Quantity Order: 500

4.1.13 COMMODITY LINE 13 - DEVELOP / PRINT

**IMPLEMENTATION GUIDE BOOKLETS (BACKPACK FOOD
PROGRAM)**

4.1.13.1 Vendor will develop two (2) Implementation Guides. (Second follows below as Commodity Line 15) This will be a guide to starting a Backpack Food Program in your community. Guide will be: 80 lb. cover-glossy paper. Bound with glue (not staples) like a magazine to make a booklet. Full color/full bleed on each page. Minimum pages: 20; Maximum: 30. Minimum Order Quantity: 500.

4.1.14 COMMODITY LINE 14 - DEVELOP / PRINT

**IMPLEMENTATION GUIDE BOOKLETS (SCHOOL FOOD
PANTRY)**

4.1.14.1 Vendor will develop the second Implementation Guide. This will be a guide to starting a School Food Pantry at your local schools. Guide will be on 80 lb. cover-glossy paper. Bound with glue (not staples) like a magazine to make a booklet. Full color/full bleed on each page. Minimum pages: 20; Maximum: 30. Minimum Order Quantity: 500. Each guide will be ordered separately.

4.1.15 COMMODITY LINE 15 – DEVELOP / PRINT WV FTA ANNUAL REPORT TO THE LEGISLATURE

4.1.15.1 Vendor will develop a WV FTA annual report to the legislature on our progress which summarizes activities and results for that year. The annual report will be a 20-30 page full color/full bleed booklet folded magazine style. Content will include a progress report on the implementation of all aspects of WV Feed to Achieve, pie charts, graphs, etc. along with infographics will be required. In addition, photos and testimonials will be included. Will be printed on 80 lb cover-glossy paper. Bound with glue (not staples) like a magazine to make a booklet. Minimum pages: 20; Each page is full color/full bleed. Maximum: 30. Minimum Order Quantity: 500

4.1.16 COMMODITY LINE 16 – DESIGN AND PLACE WV FTA BILLBOARDS STATEWIDE

4.1.16.1 Vendor will design and place WV FTA billboards statewide. The billboards will be 12ft X 48ft, will run for at least six (6) months and will be located in the Large Media Markets across the state (i.e. Charleston, Huntington, Morgantown, Beckley, Parkersburg, Clarksburg, Martinsburg). These will all be advertised across the state during the same time period. The WVDE Office of Child Nutrition will work with the vendor to decide the best schedule for when these will be placed. Price to include labor, material and travel during install.

4.1.17 COMMODITY LINE 17 – 30 SECOND WV FTA RADIO ADVERTISEMENT ACROSS WEST VIRGINIA:

4.1.17.1 Vendor will produce and arrange for the placement of 30 second WV FTA radio advertisement across West Virginia during the hours of 6am – 9am and 4pm – 7pm (date placement to be determined).

4.1.18 COMMODITY LINE 18 – WEEKLY FACE-TO-FACE MEETINGS

4.1.18.1 Vendor must be available for weekly, face-to-face meetings with WVDE staff in the Charleston, West Virginia area to address needs, concerns, progress, etc. Hourly rate is to include lodging, mileage and all travel cost.

4.1.19 COMMODITY LINE 19 – DEVELOP/PRINT TALKING POINTS

DOCUMENT FOR GRASSROOTS

4.1.19.1 Vendor will develop a “talking-points” document that is full color/full bleed and is two-sided, 8 ½” X 11” for the Grassroots Outreach toolkit (Item # 33).

Minimum number of pages – 10; maximum pages: 30, printed on 8” x 11” 80 lb. paper.

Minimum Order Quantity: 500

4.1.20 COMMODITY LINE 20 – DEVELOP/PRINT LAMINATED CHILD’S PLACE-MAT FOR GRASSROOTS OUTREACH

4.1.20.1 Vendor will develop a laminated child’s place-mat for local restaurants in rural counties. The key messages will focus on helping children learn about good nutrition in a fun way while simultaneously educating parents about how to implement WV Feed to Achieve at home. The place-mat will be 11” X 14” and will be full color/full bleed. They will be plastic/laminated. Minimum order: 500

4.1.21 COMMODITY LINE 21 – DEVELOP/PRINT PARENT FLYER FOR GRASSROOT OUTREACH

4.1.21.1 Vendor will develop flyers in full color/full bleed that are 8 ½” X 11” will be developed for target audience of Parents. Flyers will be 8” X 11”, 80 lb. cover-glossy paper. Minimum Order Quantity: 500.

4.1.22 COMMODITY LINE 22 – DEVELOP/PRINT SCHOOLS FLYER FOR GRASSROOT OUTREACH

4.1.22.1 Vendor will develop flyers in full color/full bleed that are 8 ½" X 11" will be developed for target of *Schools*. . 8" X 11", 80 lb. cover-glossy paper. Minimum Order Quantity: 500.

4.1.23 COMMODITY LINE 23 – DEVELOP/PRINT DONORS FLYER FOR GRASSROOT OUTREACH

4.1.23.1 Vendor will develop flyers in full color/full bleed that are 8 ½" X 11" will be developed for target audience of *Donors*. . 8" X 11", 80 lb. cover-glossy paper. Minimum Order Quantity: 500. These will be ordered separately.

4.1.24 COMMODITY LINE 24 – DEVELOP/PRINT MEDIA FLYER FOR GRASSROOT OUTREACH

4.1.24.1 Vendor will develop flyers in full color/full bleed that are 8 ½" X 11" will be developed for target *Media*. . 8" X 11", 80 lb. cover-glossy paper. Minimum Order Quantity: 500.

4.1.25 COMMODITY LINE 25 – DEVELOP/PRINT PARENT FLYER FOR GRASSROOT OUTREACH

4.1.25.1 Vendor will develop flyers in full color/full bleed that are 8 ½" X 11" will be developed for target audiences of *Parents*.

Printed on 8' X 11", 80lb paper (**non-glossy**). Minimum order quantity: 500.

4.1.26 COMMODITY LINE 26 – DEVELOP/PRINT SCHOOLS FLYER FOR GRASSROOT OUTREACH

4.1.26.1 Vendor will develop flyers in full color/full bleed that are 8 ½" X 11" will be developed for target audiences of *Schools*. Print on 8' X 11", 80lb paper (**non-glossy**). Minimum order quantity: 500.

4.1.27 COMMODITY LINE 27 – DEVELOP/PRINT DONORS FLYER FOR GRASSROOT OUTREACH

4.1.27.1 Vendor will develop flyers in full color/full bleed that are 8 ½” X 11” will be developed for target audiences of *Donors*. Printed on 8” X 11”, 80 lb. **non-glossy** paper. Minimum Order Quantity: 500.

4.1.28 COMMODITY LINE 28 – DEVELOP/PRINT MEDIA FLYER FOR GRASSROOTOUTREACH

4.1.28.1 Vendor will develop flyers in full color/full bleed that are 8 ½” X 11” will be developed for target audiences of *Media*. Printed on 8” X 11”, 80 lb. **non-glossy** paper. Minimum Order Quantity: 500.

4.1.29 COMMODITY LINE 29 – DEVELOP/PRINT IMPLEMENTATION GUIDE FOR GRASSROOTS OUTREACH

4.1.29.1 Vendor will develop Implementation Guides for the Grassroots Outreach. This guide will be a Guide to Understanding and Implementing WV Feed to Achieve *at School*. The guide will be: Full Color/Full Bleed booklet. Each will be a 8” X 11”, 80 lb. cover-glossy paper, minimum pages 20 with a 30 page maximum, two-sided, Bound with glue (not staples) like a magazine. Minimum Order Quantity: 500.

4.1.30 COMMODITY LINE 30 – DEVELOP/PRINT IMPLEMENTATION GUIDE FOR GRASSROOTS OUTREACH

4.1.30.1 Vendor will develop Implementation Guides for the Grassroots Outreach. This guide will be a Guide to Understanding and Implementing WV Feed to Achieve *at Home and in the Community*. The guide will be: Full Color/Full Bleed booklet. Each will be a 8” X 11”, 80 lb. cover-glossy paper, minimum pages 20 with a 30 page maximum, two-side,. Bound with glue, not staples, like a magazine. Minimum Order Quantity: 500.

**4.1.31 COMMODITY LINE 31 – DEVELOP/PRINT POSTERS FOR GRASSROOTS
OUTREACH - In Schools**

4.1.31.1 Vendor will develop posters for the Grassroots Outreach Toolkit. The poster will be placed *in schools*. The posts will be 11”X 17” and will be full color/full bleed. These will be on 100 lb paper. Minimum order: 500.

**4.1.32 COMMODITY LINE 32 – DEVELOP/PRINT POSTERS FOR GRASSROOTS
OUTREACH - In Community**

4.1.32.1 Vendor will develop posters for the Grassroots Outreach Toolkit. The poster will be placed *in the community* (i.e. grocery stores, libraries, community bulletin boards, etc.). The posts will be 11”X 17” and will be full color/full bleed. These will be on 100 lb paper. Minimum order: 500.

**4.1.33 COMMODITY LINE 33 – TOOL BOX KIT FOR GRASSROOTS OUTREACH
MATERIALS**

4.1.33.1 Vendor will develop a binder which will contain appropriate materials for Grassroots Outreach. Binder will be a 3”, 3-ring binder in a color which matches the FTA logo. Vendor will design the slip in cover and spine cover along with 10 custom tabs. There will also be 4 clear pockets to store materials. Minimum order: 200. This shall include: WV FTA Ambassador pocket card; “talk-points” document; four (4) different flyers for target audiences including Parents, Schools, Donors and Media; two (2) guides (one of each)– Guide to Understanding and Implementing WV Feed to Achieve at School and Guide to Understanding and Implementing WV Feed to Achieve at Home and in the Community; two (2) posters (one of each) one will be placed in schools and the other will be placed in the community; a laminated child’s place-mat and two (2) Implementation Guides (one of each) Guide to starting a Backpack Food Program in your community and a guide to starting a School Food Pantry at your local school.

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5 GENERAL REQUIREMENTS:

VENDOR SHALL BE A FULL-SERVICE FIRM, WITH NO SUB-CONTRACTORS

VENDOR SHALL DELIVER ALL MARKETING MATERIALS TO THE WVDE IN THEIR FINAL, ORIGINAL DESIGN FILES. (I.E. PACKAGED ADOBE INDESIGN FILES, ADOBE ILLUSTRATOR, ADOBE PHOTOSHOP, ETC.). WVDE SHALL BE THE SOLE OWNER OF ALL PRODUCTS UNDER THIS CONTRACT.

VENDOR SHALL PRODUCE ALL WEBSITE/MARKETING MATERIALS/SOCIAL MEDIA REQUESTED IN THIS DOCUMENT IN COLLABORATION WITH, AND WITH THE APPROVAL OF, THE WVDE OFFICE OF CHILD NUTRITION AND THE WVDE COMMUNICATION OFFICE.

ALL MATERIALS PRODUCED WILL ALSO FEATURE THE WVDE AND ONE VOICE/ONE FOCUS BRANDING

ALL HARD COPIES OF MATERIALS WILL HAVE FIRST REFUSAL BY THE WVDE PRINT SHOP. UPON REFUSAL THE AWARDED VENDOR WOULD BE RESPONSIBLE FOR PRINT.

ALL SAMPLES AND PROOF READING SHALL BE SENT TO WVDE OFFICE OF CHILD NUTRITION AND COMMUNICATION OFFICE FOR REVIEW AND APPROVAL, PRIOR TO PRODUCING OR PRINTING.

6 CONTRACT AWARD:

6.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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6.2 Pricing Section: Vendor should complete the Pricing Section by filling in the unit price for each commodity line. Please note that Commodity lines with an assigned unit as EACH (EA) would equal to the minimum order quantity.

Example: a.) 1EA = 500 (Minimum order quantity) that has a unit price of \$10.00.

So: (unit) X (estimated quantity) X (unit price) = Total price
Would be: 1 X 5000 X 10.00 = \$ 50,000.00

Vendor should complete the Pricing Section in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Section contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Section through wvOASIS, if available, or as an electronic document.

7 ORDERING AND PAYMENT:

7.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

7.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8 DELIVERY AND RETURN:

8.1 Delivery Time: Vendor shall deliver standard orders within 7 (seven)] working days after orders are received. Vendor shall deliver emergency orders within two (2) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum

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delivery quantity is met.

- 8.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 8.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 8.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 8.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

- 9 PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

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- 10 **PAYMENT:** Agency shall pay hourly rate, flat fee, etc. as shown on the Pricing Section for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 11 **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 12 **VENDOR DEFAULT:**
- 12.1 The following shall be considered a vendor default under this Contract.
- 12.1.2 Failure to provide Contract Items in accordance with the requirements contained herein.
- 12.1.3 Failure to comply with other specifications and requirements contained herein.
- 12.1.4 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 12.1.5 Failure to remedy deficient performance upon request.
- 12.2 The following remedies shall be available to Agency upon default.
- 12.2.2 Immediate cancellation of the Contract.
- 12.2.3 Immediate cancellation of one or more release orders issued under this Contract.

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12.2.4 Any other remedies available in law or equity.

13 MISCELLANEOUS:

13.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

13.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

13.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

13.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Leslie Crooks
Vendor's Address: 154 1/2 FRONT ST
MARIETTA, OH 45750
Telephone Number: 740.373.2334
Fax Number: 740.373.3105
Email Address: LCROOKS@STONEWALLGROUP.COM

Site Title Here

Office or Initiative

Lorem

Ipsum

Dolor

Sit

Amet

Content goes in
the gray area
(length: 600px
minimum, width:
750px fixed). All
other areas are
WVDE branding.

Michael J. Martirano, Ed.D.
State Superintendent of Schools

Gayle C. Manchin
President, West Virginia Board of Education



CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Stonewall Retail Marketing, Inc
(Company)

Leslie Crooks Leslie Crooks, PRESIDENT
(Authorized Signature) (Representative Name, Title)

740.373.2334 740.373.3105 8.24.15
(Phone Number) (Fax Number) (Date)

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
POST OFFICE BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130
10/25/2013

LESLIE CROOKS
STONEWALL RETAIL MARKETING INC
154 1/2 FRONT ST

MARIETTA OH 45750

THIS IS TO NOTIFY YOU THAT YOUR REQUEST FOR CERTIFICATION AS A SMALL BUSINESS, A WOMEN-OWNED BUSINESS, OR A MINORITY-OWNED BUSINESS HAS BEEN APPROVED ON THE BASIS OF YOUR REPRESENTATIONS THAT THE VENDOR NAMED ABOVE MEETS THE DEFINITION OF A SMALL BUSINESS, A WOMEN-OWNED BUSINESS, OR A MINORITY-OWNED BUSINESS AS SET FORTH IN THE WEST VIRGINIA CODE OF STATE RULES 148-22-1, ET SEQ. THIS CERTIFICATION BECOMES EFFECTIVE:

10/25/2013

AND SHALL AUTOMATICALLY EXPIRE WITHOUT NOTICE TWO YEARS AFTER THE EFFECTIVE DATE UNLESS REVOKED BY THE PURCHASING DIRECTOR OR UPON EXPIRATION PURSUANT TO CSR 148-22-8. TYPE OF CERTIFICATION:

SMALL *WOMEN-OWNED*

TO MAINTAIN CERTIFICATION WITHOUT LAPSE, A CERTIFIED BUSINESS SHALL APPLY TO RENEW ITS CERTIFICATION AT LEAST 60 DAYS PRIOR TO THE END OF THE TWO-YEAR CERTIFICATION PERIOD. COMPLETE RENEWAL INSTRUCTIONS, RECERTIFICATION FORMS, AND A LIST OF ALL CERTIFIED BUSINESSES ARE AVAILABLE ONLINE AT:

[HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VENDORREG.HTML](http://www.state.wv.us/admin/purchase/vendorreg.html)

IF YOU HAVE QUESTIONS, CONTACT THE PURCHASING DIVISION AT 304-558-2306.

SINCERELY YOURS,


VENDOR REGISTRATION