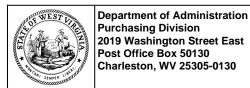


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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.





State of West Virginia Solicitation Response

Proc Folder:

1024413

Solicitation Description:

Professional Advertising, Promotional, and Marketing Service

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2022-05-05 13:30
 SR 0802 ESR05052200000006939
 1

VENDOR

VS0000040303 Crawford Strategy LLC

Solicitation Number: CRFQ 0802 DMV2200000008

Total Bid: 260580 **Response Date:** 2022-05-05 **Response Time:** 10:22:41

Comments:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067 david.h.pauline@wv.gov

Vendor Signature X

DATE

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

 Date Printed:
 May 5, 2022
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

FEIN#

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Account Management	110.0000	0 HOUR	129.000000	14190.00

Comm Code	Manufacturer	Specification	Model #	
80160000				

Commodity Line Comments: We could be ready to begin to work in about 2 weeks.

Extended Description:

Contract Administration, Consultation, General Accounting, Third Party Procurement

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Production	130.00000	HOUR	129.000000	16770.00

Comm Code	Manufacturer	Specification	Model #	
82101605				

Commodity Line Comments: We could be ready to begin to work in about 2 weeks.

Extended Description:

Advertising Production

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Media Planning and Buying	1500.000	0 HOUR	129.000000	193500.00

Comm Code	Manufacturer	Specification	Model #	
82101900				

Commodity Line Comments: We could be ready to begin to work in about 2 weeks.

Extended Description:

Media Planning and Buying

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Design and Copy	275.00000	HOUR	129.000000	35475.00

Comm Code	Manufacturer	Specification	Model #	
80160000				

Commodity Line Comments: We could be ready to begin to work in about 2 weeks.

Extended Description:

Graphic Design, Writing Copy, Copy Editing, Interactive and/or Web

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Media Training	5.00000	HOUR	129.000000	645.00

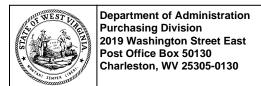
Comm Code	Manufacturer	Specification	Model #	
80171803				

Commodity Line Comments: We could be ready to begin to work in about 2 weeks.

Extended Description:

Media Training

Date Printed: May 5, 2022 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



State of West Virginia Centralized Request for Quote

Proc Folder: 1024413

Reason for Modification:

Doc Description: Professional Advertising, Promotional, and Marketing Service

To respond to vendor technical

questions.

Addendum No. 1

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2022-04-28
 2022-05-05
 13:30
 CRFQ
 0802
 DMV2200000008
 2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: VS0000040303

Vendor Name: Crawford Strategy, LLC

Address: 201 W. McBee Ave #150

Street:

City: Greenville

State: South Carolina Country: United States Zip: 29601

Principal Contact: Andy Windham

Vendor Contact Phone: 864-232-2302 Extension: 4289

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature X

FEIN# 27-1556995 **DATE** May 4, 2022

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

Mafridal

Date Printed: Apr 28, 2022 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No. 1

To respond to vendor technical questions, see attached.

Bid opening remains May 5, 2022 at 1:30 pm est.

No other changes.

INVOICE TO		SHIP TO		
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES		
5707 MACCORKLE AVE. S.E., SUITE 200		RECEIVING AND PROCESSING		
		5707 MACCORKLE AVENUE S.E. SUITE 200	,	
CHARLESTON	WV	CHARLESTON	WV	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Account Management	110.00000	HOUR	\$129.00	\$14,190

Comm Code	Manufacturer	Specification	Model #
80160000			

Extended Description:

Contract Administration, Consultation, General Accounting, Third Party Procurement

INVOICE TO		SHIP TO		
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES		
5707 MACCORKLE AVE. S.E., SUITE 200		RECEIVING AND PROCESSING		
		5707 MACCORKLE AVENUE, S.E. SUITE 200		
CHARLESTON	WV	CHARLESTON	WV	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Production	130.00000	HOUR	\$129.00	\$16,770

Comm Code	Manufacturer	Specification	Model #	
82101605				

Extended Description:

Advertising Production

INVOICE TO SHIP TO		SHIP TO
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES
5707 MACCORKLE AVI SUITE 200	E. S.E., RECEIVING AND PROCESSING	
		5707 MACCORKLE AVENUE, S.E. SUITE 200
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Media Planning and Buying	1500.00000	HOUR	\$129.00	\$193,500

Comm Code	Manufacturer	Specification	Model #
82101900			

Extended Description:

Media Planning and Buying

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
5707 MACCORKLE AVE. S.E., SUITE 200		RECEIVING AND PROCESSING	
		5707 MACCORKLE AVENUE, S.E. SUITE 200	
CHARLESTON WV		CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Design and Copy	275.00000	HOUR	\$129.00	\$35,475

Comm Code	Manufacturer	Specification	Model #	
80160000				

Extended Description:

Graphic Design, Writing Copy, Copy Editing, Interactive and/or Web

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
5707 MACCORKLE AV SUITE 200	E. S.E.,	RECEIVING AND PROCESSING	
		5707 MACCORKLE AVE S.E. SUITE 200	NUE,
CHARLESTON	WV	CHARLESTON	WV
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Media Training	5.00000	HOUR	\$129.00	\$645.00

Comm Code	Manufacturer	Specification	Model #
80171803			

Extended Description:

Media Training

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Vendor Technical Questions Due by 10:00 am EST.	2022-04-27

	Document Phase	Document Description	Page 5
DMV2200000008	Draft	Professional Advertising, Promotional, and Marketing Service	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DMV2200000008 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("DMV2200000008") 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
\boxtimes	Attachment of vendor questions and responses
	Attachment of pre-bid sign-in sheet
	Correction of error
	Other

Description of Modification to Solicitation:

- 1. To respond to vendor technical questions, see attached.
- 2. Bid opening remains May 5, 2022, at 1:30 pm est.
- 3. No other changes.

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.

CRFQ 0802 DMV2200000008 GHSP Advertising Vendor Questions and Agency Response

Q1. Section 1.1.1.1 states that the Vendor shall provide technical expertise and assistance in developing and implementing advertising and promotional campaigns through market analysis, creative services, branding, promotional activities and events, media, and public relations, as well as other marketing-related services that may arise that are more campaign- or medium-specific. The services received may vary in each campaign.

Does the Agency require that the Vendor access third-party data, at no additional cost, in order to measure paid and earned media campaign reach? For example, Nielsen, Rentrak, and Comscore all provide third party data that is verified and is not adjusted by media outlets?

- A1. Yes, we want the vendor to provide third-party data, at no additional cost, in order to measure paid and earned media campaign reach, including, but not limited to: Nielsen, Rentrak, and Comscore.
- Q2. Section 4.2 Pricing Page states that the Vendor should complete the Exhibit A Pricing Pages section A. by entering the hourly rate in the All-Inclusive Hourly Rate column. Then multiplying by the number of Estimated Hours to achieve the Extended Total. Then complete the Pricing Pages Section B. by entering the Add-On / Mark-Up for media buying as a percentage in the Add-On column. Then multiplying by the amount in the Estimated Amount column to achieve the Extended Total. Then adding the Extended Total column to achieve the Grand Total. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages 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.

Should the Pricing Page include a line item for non-media buying outside costs such as production, or should those costs be billed as media with the Add-on / Mark-up?

A2. No, non-media buying outside/miscellaneous costs such as production would be included in one of the following sections on the pricing page: **Account Management** (includes contract administration, consultation, general accounting, and/or third party procurement); **Production** (includes television/video, radio/audio, and/or landing/webpage development); **Media Planning and Buying** (includes television/video, radio/audio, online advertising, outdoor advertising, print advertising, research [pre-campaign], and/or reporting [post-campaign]); and/or **Design and Copy** (includes graphic design, writing copy, copy editing, and/or interactive and/or web).

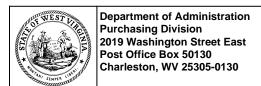
ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DMV2200000008

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)						
	\boxtimes	Addendum No. 1		Addendum No. 6			
		Addendum No. 2		Addendum No. 7			
		Addendum No. 3		Addendum No. 8			
		Addendum No. 4		Addendum No. 9			
		Addendum No. 5		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.							
				Crawford Strategy, LLC			
	Company						
				Authorized Signature			
				May 4, 2022			
				Date			

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



State of West Virginia Centralized Request for Quote

Proc Folder:	1024413		Reason for Modification:
Doc Description:	Professional Advertising, Pro		
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-21	2022-05-05 13:30	CREO 0802 DMV2200000008	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: VS0000040303

Vendor Name: Crawford Strategy

Address: 201 W. McBee Ave. #150

Street:

City: Greenville

State: South Carolina Country: USA Zip: 29601

Principal Contact: Andy Windham

Vendor Contact Phone: 864-232-2302 Extension:

FOR INFORMATION CONTACT THE BUYER

affill

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature X

FEIN# 27-1556995 **DATE** May 2, 2022

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

Date Printed: Apr 21, 2022 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia Division of Motor Vehicle, to establish an open-end contract to obtain a vendor to provide professional advertising, promotional, and marketing services for the West Virginia Governor's Highway Safety Program, per the attached documentation.

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
5707 MACCORKLE AVE. S.E., SUITE 200		RECEIVING AND PROCESSING	
		5707 MACCORKLE AVENUE, S.E. SUITE 200	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Account Management	110.00000	HOUR	\$129	\$14,190

Comm Code	Manufacturer	Specification	Model #	
80160000				

Extended Description:

Contract Administration, Consultation, General Accounting, Third Party Procurement

INVOICE TO		SHIP TO
DIVISION OF MOTOR VEHICLES DIVISION OF MOTOR VEHICLES		
5707 MACCORKLE AVE SUITE 200	E. S.E.,	RECEIVING AND PROCESSING
		5707 MACCORKLE AVENUE, S.E. SUITE 200
CHARLESTON	WV	CHARLESTON WV
US US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Production	130.00000	HOUR	\$129	\$16,770

Comm Code	Manufacturer	Specification	Model #	
82101605				

Extended Description:

Advertising Production

INVOICE TO		SHIP TO
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES
5707 MACCORKLE AVI SUITE 200	Ξ. S.E.,	RECEIVING AND PROCESSING
		5707 MACCORKLE AVENUE, S.E. SUITE 200
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Media Planning and Buying	1500.00000	HOUR	\$129	\$193,500

Comm Code	Manufacturer	Specification	Model #
82101900			

Extended Description:

Media Planning and Buying

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
5707 MACCORKLE AV SUITE 200	E. S.E.,	RECEIVING AND PROCESSING	
		5707 MACCORKLE AVENUE, S.E. SUITE 200	
CHARLESTON	WV	CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Design and Copy	275.00000	HOUR	\$129	\$35,475

Comm Code	Manufacturer	Specification	Model #	
80160000				

Extended Description:

Graphic Design, Writing Copy, Copy Editing, Interactive and/or Web

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
5707 MACCORKLE AV SUITE 200	E. S.E.,	RECEIVING AND PROCESSING	
		5707 MACCORKLE AVE S.E. SUITE 200	NUE,
CHARLESTON	WV	CHARLESTON	WV
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Media Training	5.00000	HOUR	\$129	\$645

Comm Code	Manufacturer	Specification	Model #
80171803			

Extended Description:

Media Training

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Vendor Technical Questions Due by 10:00 am EST.	2022-04-27

	Document Phase	Document Description	Page 5
DMV2200000008	Draft	Professional Advertising, Promotional, and Marketing Service	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- **2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.
[] A pre-bid meeting will not be held prior to bid opening
[] A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to: 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-3970 Email:

- **5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- **6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wv*OASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response	onse to a Request for
Proposal is not permitted in wvOASIS. In the event that Vendor is responding	g to a request for
proposal, the Vendor shall submit one original technical and one original cost	proposal prior to the
bid opening date and time identified in Section 7 below, plus	_convenience copies
of each to the Purchasing Division at the address shown below. Additionally,	the Vendor should
clearly identify and segregate the cost proposal from the technical proposal i	n a separately
sealed envelope.	

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by *wv*OASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

- **8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
- **9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- **10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's

specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

- [] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- **12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- **13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- **14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- **15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- **15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- **16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- **17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- **18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."
- **20.** ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- **21. 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.

- **22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.
- **23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.
- **24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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: The Initial Contract Term will be for a period of The Initial Contract Term becomes effective on the effective start
date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.
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 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 withindays.
[] 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
[] the contract will continue for years;
[] the 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

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[] 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: Contract Term specified in **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 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.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the

General's Office (Attorney General approval is as to form only).

Purchasing Division by the Vendor as specified:

[] 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.
[]
[]
[]
[]

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.

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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 that insurance requirement is listed in this section.

Vendor must maintain:	
[] Commercial General Liability Insurance in at least an amount of:occurrence.	per
[] Automobile Liability Insurance in at least an amount of:	per occurrence.
[] Professional/Malpractice/Errors and Omission Insurance in at least an am per occurrence. Notwithstanding the forgoing, Vendor's a 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 Co	ontract.
[] Pollution Insurance in an amount of: per occurrence.	
[] Aircraft Liability in an amount of: per occurrence.	
[]	
[]	
[]	
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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]

not li	IQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall mit the State or Agency's right to pursue any other available remedy. Vendor shall pay lated 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 regarding 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. NO DEBT CERTIFICATION:** 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **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.
- following reports identified by a checked box below:

 [] Such reports as the Agency and/or the Purchasing Division may request. Requested reports

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the

- 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
- **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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.

via email at purchasing.division@wv.gov.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. 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
 - 2. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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 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.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Name, Title) Andy Windham, President & Chief Strategy Officer
(Printed Name and Title) Andy Windham, President & Chief Strategy Officer
(1.11) 201 W M D A #150
(Address) 201 W. McBee Ave #150
(Phone Number) / (Fax Number) <u>864-232-2302</u>
(email address) andy@crawfordstrategy.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Crawford Strategy, LLC	
(Company)	
(Authorized Signature) (Representative Name, Title)	
Andy Windham, President & Chief Strategy Officer	
(Printed Name and Title of Authorized Representative) (Date)	
864-232-2302	
(Phone Number) (Fax Number)	
andy@crawfordstrategy.com	
(T) 11 + 11 - 1	

(Email Address)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT), Division of Motor Vehicles (WVDMV), Governor's Highway Safety Program (WVGHSP) to establish an open-end contract for professional advertising, promotional, and marketing services.
- **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" or "Products" mean the list of items identified in Section 3 below.
 - **2.2** "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation.
 - **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. GENERAL REQUIREMENTS:

- **3.1 Contract Items and Mandatory Requirements:** Vendor shall provide WVGHSP with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 Advertising, Promotional, and Marketing Services shall be provided to the WVGHSP for statewide coverage.
 - 3.1.1.1 The Vendor shall provide technical expertise and assistance in developing and implementing advertising and promotional campaigns through market analysis, creative services, branding, promotional activities and events, media, and public relations, as well as other marketing-related services that may arise that are more campaign- or medium-specific. The services received may vary in each campaign.

- 3.1.1.2 The Vendor must provide at a minimum the following specific services: media buys for terrestrial and/or streaming radio, broadcast and/or streaming television, internet, print, and outdoor advertising; promotional event logistics; market research; trade show strategy development and execution; campaign and advertising project oversight; development and procurement of promotional items/novelties; creative services; and commercial production including talent, scripting, and spot distribution.
- 3.1.1.3 Vendor must provide a statement of work for all advertising, promotional, and marketing services for each campaign. It shall be completed by deadlines specific to each project, campaign, or event as planned and identified in the statement of work, which will be submitted to WVGHSP for review.
- **3.1.1.4** Vendor should not begin work on any advertising, promotional, and marketing services for a campaign until WVGHSP has approved the statement of work.
- **3.1.1.5** Vendor must make every effort to purchase media at the best available rate.
- 3.1.1.6 The Vendor must be available Monday through Friday, 7:30 AM to 7:30 PM or an agreed upon alternative time frame, per project, by the WVGHSP and Vendor.

3.1.2 Experience Requirements:

3.1.2.1 Vendor must have been in business a minimum of five years and shall have completed and/or engaged in a minimum of three projects ranging in size from \$10,000 per project to projects valued at \$250,000. Project time frames vary from two weeks to ninety (90) days. Projects can be specific awareness campaigns.

Vendor must provide the names of three businesses including contact person name and phone number, business address, dates, and detailed description and dollar value of the three projects. Vendor must provide this information prior to award.

- **3.1.2.2** Vendor shall have the knowledge, understanding, and capability to work on multiple WVGHSP projects by providing expertise and resources necessary to ensure reaching established goals on a concurrent basis.
- 3.1.2.3 Vendor must provide a list of potential subcontractors and potential subcontracted services that may be needed to meet the requirements of this contract. Vendor must provide this information with each statement of work. Any services that cannot be provided by the awarded Vendor that must be subcontracted shall be disclosed to the WVGHSP at the time of the request. The WVGHSP has the right to reject the proposed subcontractor and require that the awarded Vendor seek other sources.
- 3.1.2.4 Upon receipt of a formally requested project, the Vendor shall advise the WVGHSP requesting the project, in writing, within three (3) calendar days of their acceptance of the requested project. Failure on the Vendor's part to acknowledge acceptance of the requested project may result in cancellation of the contract. After the Vendor has accepted the requested project, the vendor shall discuss with WVGHSP the scope of requirements and formalize a detailed statement of work including, but not limited to, description of project needs and requirements, timeframe/deadline for completion of project, line-item pricing as established on the Pricing Page and all reporting requirements.
- **3.1.2.5** The Vendor must include all costs associated with subcontractors in their bid. No additional costs will be paid to the Vendor or to a subcontractor for any work performed.

3.2.2 Account Services:

Vendor shall provide account services, creative services, talent production and technical expertise. The Vendor must assist in developing and implementing advertising and promotional campaigns, promotional activities and other marketing-related services. Such services include, but are not limited to, video, audio, internet, social media, print advertising (including both indoor and outdoor advertising), printed materials, website design and maintenance, qualitative and quantitative research, development and procurement of promotional items, daily pickup and

delivery of any hard copy correspondence between the WVGHSP and Vendor and oversight of specific or special ad hoc projects.

As long as the Vendor can meet all requirements of this contract, the Vendor does not need to be physically located in the Charleston, WV area.

3.2.3 Contract Items and Deliverables:

- **3.2.3.1 Account Management** includes all time spent on: contract administration and/or the development of statements of work outlining duties and expectations for projects; time involved in consultation with agency staff over projects and with possible third parties or subcontractors for projects or commodities; procurement of commodities via a third part or a subcontractor; as well as market research, providing proof of performance of media and/or projects, general accounting and billing functions for or on behalf of the WVGHSP.
- **3.2.3.2 Video Production** encompasses broadcast television, online digital video production and must include components of the development of any product including but not limited to commercials, infomercials, interviews, documentaries, videos/DVDs, or any taped or live recording that is designed to be broadcast or viewed upon or through any medium, including broadcast television and YouTube or at events or meetings. When video production is requested, all components must be included in the statement of work.
- **3.2.3.3 Audio Production** includes terrestrial broadcast radio, digital streaming audio content and must include components of the development of any product including but not limited to commercials, infomercials, interviews or any taped or live recording that is designed to be broadcast by radio or satellite, including through web portals and at events or meetings.

When Audio Production is requested, all components must be included in the statement of work.

3.2.3.4 Media Planning and Buying must include components of any purchase of radio or television time, purchase of printed space for advertising or other information or promotion, as well as any related media such as website advertising, electronic mail messages, social media posting or other message-based delivery.

If a Vendor uses software services, any costs incurred must be built into the hourly rates as additional costs will not be considered.

Pre-campaign research for proper placement and buys are to be included in planning and provided in the statement of work before actual buys are made on all media.

The Vendor is permitted to charge a "mark-up" on media buys for ad placement, of not more than 10 percent, and in accordance with the pricing provided on Exhibit A. The WVGHSP has final approval on all media buy plans.

When Media Buys are utilized, a summary of post campaign measurements must be provided in order to determine the advertisement's impact with the target audience. The post campaign measurements will vary depending on the type of media used but should determine whether the anticipated results were achieved and if the target audience was reached. The summary must be provided at no additional cost to WVGHSP.

- **3.2.3.5 Outdoor Advertising** must include components of the development of any product including but not limited to billboards and signs, any related development such as design, printing, procurement or rental of billboard space, including electronic/digital billboards.
- **3.2.3.6 Print Media** must include components of the development of any product including but not limited to documents, reports, signs, logos, manuals, guides, notebooks, advertisements, handouts and any related development such as design, printing or procurement of print media, including items that can be distributed at events, meetings or other functions.
- **3.2.3.7 Internet/Worldwide Web** must include components of the development of any product including but not limited to websites, webpages, internet portals and any related development such as design and procurement of such.
- 3.2.3.8 Market Research, Pre and Post Campaign must include components of the development of any product including but not limited to print, electronic, telephone, smart phone or other survey medium, any analysis related to the design of or collection of responses from such surveys and any evaluation or results determined from the survey(s), as well as any related development such as design, printing, procurement of survey materials or tools to conduct, analyze or evaluate the survey. Post campaign measurements must be made for each paid media campaign. The Vendor must maintain this information for the life of the contract plus one year.

- **3.2.3.9 Media Training** must include components of hands on, interactive public relations training with WVGHSP and contract employees including practical exercise training that pertain to WVGHSP or Agency related issues to teach positive media relations and public speaking skills for inperson, on camera, on air or in print interviews including basic crisis management skills, image maintenance and spin control.
- **3.2.3.10 Design and Copy** must include components of layouts, sketches, art work, computer images and writing and copy including, but not limited to advertising copy, film master tapes, typesetting, photocopies, storyboards, interactive and/or web and computer data storage disks/cards used in advertisements or other materials developed and placed by the Vendor for the WVGHSP shall become the exclusive property of the WVGHSP.

The WVGHSP shall have the full and free right to possess and use any and all said property in any way deemed by the WVGHSP to be necessary or advisable, either directly or through the Vendor or otherwise and without payment of any compensation to the Vendor for the same.

When Design and Copy is requested, all components must be included in the Statement of Work.

3.2.3.10 Data Acceptance and Transfer must have the ability to accept electronically. E-mail capabilities with file transfer (both Macintosh and PC) must be provided by the Vendor. Data acceptance transfer is not a billable pay item.

The WVGHSP reserves the right to produce and/or create, in-house, any of the components of Section 3.2.3, when needed.

4. CONTRACT AWARD:

- **4.1 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.
- **4.2 Pricing Pages:** Vendor should complete the Exhibit A Pricing Pages section A. by entering the hourly rate in the All-Inclusive Hourly Rate column. Then multiplying by the number of Estimated Hours to achieve the Extended Total. Then complete the Pricing Pages Section B. by entering the Add-On / Mark-Up for media buying as a percentage in the Add-On

column. Then multiplying by the amount in the Estimated Amount column to achieve the Extended Total. Then adding the Extended Total column to achieve the Grand Total. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages 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 Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Exhibit A Pricing Pages for bid purposes by sending an email request to the following address: david.h.pauline@wv.gov.

5. ORDERING AND PAYMENT:

- 5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, 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.
- **5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. 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.

6. DELIVERY AND RETURN:

6.1 **Delivery Time:** Vendor shall deliver standard orders within the time period specified in the statement of work. Vendor shall deliver emergency orders within the time period specified in the statement of work. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

- **6.2 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.
- **6.3 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.
- 6.4 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.
- 6.5 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.

7. VENDOR DEFAULT:

- **7.1** The following shall be considered a vendor default under this Contract.
 - **7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - **7.1.2** Failure to comply with other specifications and requirements contained herein.

- **7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- **7.1.4** Failure to remedy deficient performance upon request.
- **7.2** The following remedies shall be available to Agency upon default.
 - **7.2.1** Immediate cancellation of the Contract.
 - **7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - **7.2.3** Any other remedies available in law or equity.

8. MISCELLANEOUS:

- **8.1 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.
- **8.2 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.
- **8.3 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.
- **8.4** 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 Manage	er: <u>Andrea Stegall, COO</u>
Telephone Numb	
Fax Number:	
Email Address:	andrea@crawfordstrategy.com

CRFQ DMV22*08 - EXHIBIT A: PRICING PAGE REQUEST FOR QUOTATION

Professional Advertising, Promotional and Marketing Services

A. Billable Services

Category	Estimated* Hours	All Inclusive Hourly Rate	Extended Total
Account Management 3.2.3.1	110	129.00	\$14,190
Production 3.2.3.2-3.2.3.3	130	129.00	\$16,770
Media Planning and Buying 3.2.3.4	1500	129.00	\$193,500
Design and Copy 3.2.3.10	275	129.00	\$35,475
Media Training 3.2.3.9	5	129.00	\$645
		TOTAL:	\$260,580

B. Media Buy Add-On (Mark-Up)

All bidding vendors responding to this CFRQ must provide a percentage of add-on, for purchases of media buying activities. If the bidder intends to charge an add-on to their actual costs for media buying activities, they should follow the formula below for determining their bid amount. If the bidder does not intend to charge an ad-on, they will use a percentage of zero (0) and multiplier of 1.0. If the bidder fails to quote an add-on percentage, it shall be interpreted to mean that no add-on will be applied to their media buy costs during the life of the contract.

1) Add-on/mark-up for media buying is (stated as a percentage): 7.5 %				
2) Multiplier is (convert percentage to decimal and add 1; 10%, add-on/mark-up would be .10 making a multiplier of 1.10)			be .10 making a multiplier of 1.10):	
1.075	x Estimated* Amount of \$1,200,000.00 = Total Media Buy			
Add-On				
Add-On/Mark-Up (Percentage)	Multiplier	Estimated* Amount	Total Media Buy Add-On	
7.5%	1.075	\$1,200,000.00	\$90,000	

GRAND TOTAL: \$350,580

& SMLKT, P 7, RESPONS red, thinkers, dr s, HUNGR HUNGRY, HUMBLE SMART, RE ART, QUALITY, PONSIBILIT FLE irited, attitude, doers, hungr 7, HUNGRY, HUMBLE, & SMART, R & SMART, QUALITY, RESPONS i, spirited, thinkers, do ILITY, RESPECT, ATTITUI & SMART, QUALITY, P E, SPIRITED, THINK BILITY, HUNGRY, BLE, & SMAR TUDE, SPI

EXIBILI

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Professional Advertising,
Promotional, and
Marketing Services
PROC FOLDER: 1024413

Thoughtfully prepared by your team at

Crawford

VS0000040303

BACKGROUND, EXPERIENCE & REFERENCES



BACKGROUND, EXPERIENCE, AND REFERENCES

Crawford is a private, woman-owned enterprise headquartered in Greenville, South Carolina. We are a full-service strategic marketing, branding, digital, media, and public relations firm. Our award-winning services and expertise span the entire spectrum of marketing, branding, and digital solutions.

The company was established in 2010, and today employs almost 30 professional staff. We serve a diverse client base in the Southeast that covers education, healthcare, financial, professional services, manufacturing, and hospitality. We are known for building strong relationships with our clients and helping them move their businesses forward. At Crawford, we believe every brand has a story to tell. Our job is to help our clients share their stories with effective design and marketing strategies. By combining compelling, creative ideas with a strong visual identity, our team is able to successfully advance your brand and build your business.

Our team understands the critical need to execute. No matter the assignment and no matter the deadline, our team is focused on producing the best quality work possible. Our clients know we understand the importance of accomplishing their goals and moving their businesses forward in an efficient, timely manner.

Crawford Strategy

201 West McBee Avenue Greenville, SC 29601 864-232-2302

State of Licensure: South Carolina Number of Employees: 29 Years of Experience: 12

WOMEN'S BUSINESS ENTERPRISE

Services:

- Research
- Strategic Planning
- Brand Development
- Advertising
- Public/Media Relations
- · Community Relations
- · Traditional Media
- · Digital Media
- · Social Media





- Photo/Video and Illustration
- · Graphic Design
- · Copywriting
- Content Marketing
- Website Development
- · Search Engine Optimization
- · E-Commerce
- Email Marketing
- Experiential

WOMAN-OWNED BUSINESS

Crawford Strategy is a private, women-owned business and is recognized by the Greater Women's Business Council Certification Committee as both a Women's Business Enterprise (WBE) and a Woman Owned Small Business (WOSB).

INDUSTRY RECOGNITION





























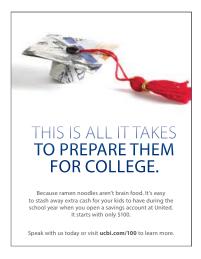


UNITED COMMUNITY BANK

Growing Deposits Through Expanded Relationships

In early 2018, United Community Bank, a \$12.4 billion Georgia-based regional US bank with 150 locations, sought new and innovative ways to increase branch foot traffic and extend existing customer relationships, gather contact information to develop a prospective customer database, and gain a deeper understanding of the current branch traffic to inform future communications efforts.

Crawford Strategy developed a new multichannel campaign and sweepstakes that centered around the idea that "All It Takes" is \$100 to start saving for your future today. Our creative team leveraged custom-made origami and photography, as well as the development of a unique sweepstakes landing page. Messaging was optimistic, relatable, lighthearted, and tailored specifically to the origami shape being featured in each piece. For example, a concept was "All it takes is \$100, and you'll be one step closer to teaching them the value of a penny saved" paired with a set of origami baby booties. Other shapes included an origami graduation cap with tassel targeted at college savings and an origami car.







The campaign included social media, print and digital advertising, website content and digital banners, in-branch signage, print collateral, outdoor advertising, direct mail postcards, email marketing, and more. Promotion of the sweepstakes focused on word of mouth, email marketing, and social media.

Customer and employee feedback were strong for this campaign. Over 3,000 individuals registered for the sweepstakes, of which approximately 60% opted in to receive additional information regarding a variety of bank services. The bank also gained additional insight into customer contacts, grew its email database, and expanded customer relationships as desired. The All It Takes campaign also went on to receive a 2018 Platinum MarCom award and a Silver Service Industry Advertising Award. Select campaign tactics also received additional MarCom Honorable Mentions.



Crawford | Overview

Value (3 months): \$150,000



UNITED COMMUNITY BANK

Just The Facts

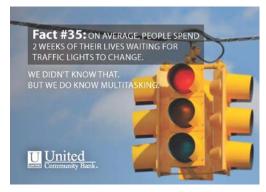
Here's the thing: sometimes, traditional bank campaigns can be a little boring. United Community Bank relies on their branch collateral to start conversations and engage branch customers, and we knew that we'd have to be anything but boring to do that.

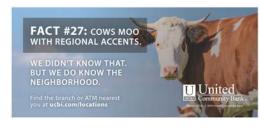
While sparking chatter was important, we still needed to show off their expertise: they also had concrete goals to increase the overall number of checking accounts and grow mortgage production.

And that's how Just the Facts was born. We coupled eye-catching imagery with fun facts that tied back to product information, always reinforcing the idea that we didn't know that, but we do know banking.

The campaign was an instant success. Branch representatives consistently reported positive conversations with customers based on the branch collateral. Better yet, in the months following implementation, roughly 6,000 new checking accounts were opened, and mortgage production soared to nearly 200 million dollars. And that's a fact.







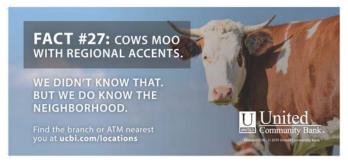




Rich Bradshaw
Chief Banking Officer
United Community Bank
1 N. Main St.

Greenville, SC 29601 Office: 864-250-7690 Cell: 864-380-8256

rich_bradshaw@ucbi.com Value (3 months): \$125,000







SUMTER POLICE

Inspiring Officers Across The Eastern U.S. To Relocate And Serve

With increased turnover and difficulty recruiting high-caliber police officers, the Sumter Police Department (SPD) needed a solution, and fast.

Crawford conducted an extensive Discovery process to understand the Department culture, the benefits of the job, common challenges with recruiting, and difficulties with team member retention. We set out to expand the Department's applicant pool, showcase Sumter's small but vibrant community, highlight the advantages of working for the SPD, and develop an efficient process to remove unqualified candidates.

Crawford produced short videos for social media and the SPD website, made website SEO improvements, and created custom landing pages specifically designed for conversion. With this critical infrastructure in place, we launched paid social, search engine marketing, and organic social media campaigns.

Just three months after our January 2019 campaign launch, requests for applications increased 1,100% from 31 per month to over 380 per month. Overall, Crawford's efforts led to a 70% increase in new recruits from the previous year.

A pre-qualification form on the website screens out unqualified applicants, saving hundreds of labor hours. The videos not only draw in potential recruits, but also raise morale for current officers and staff.

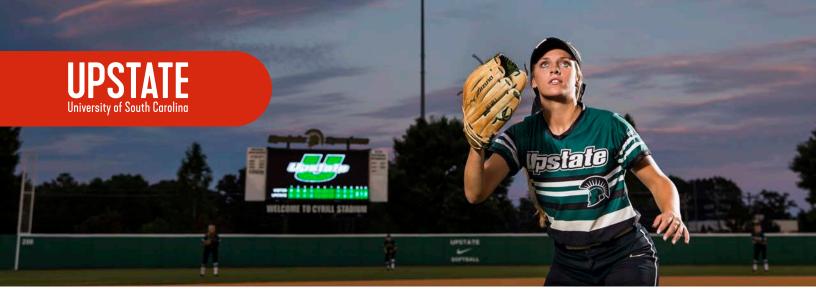


The campaign encourages those ready to make a difference in a thriving community to apply for a job at Sumter PD.

https://vimeo.com/showcase/6804534



Barron Hite
Sumter Police Department
335 N Lafayette Dr.
Sumter, SC 29150
Cell: 803-606-0888
bhite@sumtersc.gov
Value (3 months):
\$80,000



UNIVERSITY OF SOUTH CAROLINA UPSTATE

Elevating the Upstate's Second-Largest University

USC Upstate is the fifth-largest university in South Carolina and the second largest in the Upstate, but often it does not get the recognition it deserves for its contributions to the community. In 2018, the University engaged Crawford to change that dynamic.

Following a multi day Discovery process, our team conducted a series of qualitative community influencer interviews to gauge sentiments among local leaders. Next, we implemented a large-scale quantitative Value Analysis™ study with students, alumni, university employees, local citizens, and statewide citizens.

Crawford Strategy used this research to develop a three-layered strategic messaging pathway for the University. The pathway identified 10 foundational Reasons to Believe that support three strategic Messaging Pillars, all of which culminated in a single Core Idea to be reinforced in all communications.

This research also guided the development and implementation of a comprehensive marketing and communications campaign that rolled out in phases. Phase I was media relations and social media efforts. Phase 2 was traditional and digital media efforts and a proactive community relations program. Prior to COVID-19, we planned to repeat the benchmarking study to measure the impact of the campaign and guide any refinements to our efforts.











OVERVIEW OF THE MARKETING STRATEGY FOR USC UPSTATE

Overall Goal: To drive brand awareness and elevate the profile of the University within the Upstate region.

Research: We surveyed the community at-large and participants from across the state through an online panel, as well as current students, alumni, prospective students, administration and faculty. In addition, we coordinated, scheduled and surveyed 15 high-value stakeholders to gauge their perceptions of the University. That provided us

key takeaways to plan a marketing and communications strategy.

PR AND MEDIA RELATIONS

Crawford developed and implemented a variety of initiatives:

Media training: facilitated media training for the identified University participants. Media relationships: facilitated introductions with regional and local broadcast, print and business editors/newsrooms.

Campus Magazine: provided support (served as associate editor and cover story reporter) for the first magazine for the University of South Carolina Upstate, a major initiative for our client.

Print stories: secured stories in multiple local, regional and business publications, including a cover story in the local business journal where we handled all interviews and photo shoot needs to highlight the Chancellor and the strategic vision of the University.

Op-eds: facilitated/ghost wrote op-eds highlighting "experts" from Upstate in pertinent discussions, including diversity and inclusion and the success of the Advanced Manufacturing program.

Television news stories: secured prime time stories for the College of Education, Health and Human Performance and the College of Science and Technology on market-wide news outlets, and coverage for smaller stories, like the theater dept, the College of Business and the School of Nursing.

Book of Experts: created a directory for media partners to highlight university experts in each department available for interviews.

Book of Experts (2019-20)

UPSTATE
Bearing of South Certific

This Control of South Certific

Entering of South Ce

ORGANIC SOCIAL

Content: monthly calendars provided to highlight people, campus, school pride, university accomplishments, community, and academics. Empowered the University's internal team to create their own boots-on-the-ground content where appropriate and provided guidance for social responses and engagement.

Recommendations: regular updates to social channels as well as insights on tools and technologies.

Results: Engagement increases in the first year:

Facebook: up 55% Instagram: up 209% Twitter: up 100% LinkedIn: up 797%

PAID SOCIAL

Paid efforts assisted in the increases in engagements and followers. Other efforts included running ads on social channels (Facebook, Instagram, and LinkedIn) with video and photo assets.

CREATIVE

We used the fundamental idea that "USC Upstate makes this area a better place to live" to develop a campaign called "Perspectives." Completed a video shoot highlighting athletics, nursing, campus life, classroom experiences and the University's economic impact.

MEDIA

Crawford developed an omni-channel campaign plan that utilized a strategic mix to reach community members across multiple devices and platforms on a daily basis.





The campaign elevates USC Upstate's reputation by highlighting the unexpected programs and incredible offerings available right in the viewer's backyard.

https://vimeo.com/showcase/6804531

COMMUNITY RELATIONS

Monitored events in Upstate communities to evaluate and make recommendations. Provided recommendations for University spokespersons to speak at various events based on their experience (education/industry specialties, diversity, workforce development, higher education, etc.). Brainstormed opportunities to host public events on campus that to engage the community.







Dr. Meredith Brunen
Former Vice chancellor for University Advancement
USC Upstate
Current Vice President for University Advancement
University of West Georgia
1903 Maple St, Carrollton, GA 30117
Cell: 678-839-6447

mbrunen@westga.edu

Value - ·

Discovery, Research, Messaging (3 months):

\$155,000

Phase I (3 months):

\$60,000

Phase II (3 months):

\$150,000





National Women's Business Enterprise Certification

το

CRAWFORD STRATEGY, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: June 21, 2017 Expiration Date: June 30, 2022 WBENC National Certification Number: WBE1701140 WBENC National WBE Certification was processed and validated by Greater Women's Business Council, a WBENC Regional Partner Organization.

Authorized by Roz Lewis, President & CEO Women's Business Center



NAICS: 541810, 541613 UNSPSC: 80140000, 80141501, 80141505, 80141602, 80141614, 80170000, 80171503, 80171603



















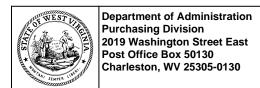






THANKYOU





State of West Virginia **Centralized Request for Quote**

Proc Folder: 1024413

Reason for Modification:

Doc Description: Professional Advertising, Promotional, and Marketing Service

Addendum No. 1 To respond to vendor technical

questions.

Proc Type: Central Master Agreement

Version Date Issued Solicitation Closes Solicitation No 2022-05-05 13:30 CRFQ 0802 DMV2200000008 2 2022-04-28

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: VS0000040303

Vendor Name: Crawford Strategy LLC

201 W. McBee Ave, Suite 150 Address:

Street:

City: Greenville

Country: United States Zip: South Carolina 29601 State:

Principal Contact: Andy Windham

Vendor Contact Phone: 864-232-2302 Extension: 4289

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature X

While FEIN# 27-1556995 DATE May 2, 2022

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

FORM ID: WV-PRC-CRFQ-002 2020/05 Date Printed: Apr 28, 2022 Page: 1

ADDITIONAL INFORMATION

Addendum No. 1

To respond to vendor technical questions, see attached.

Bid opening remains May 5, 2022 at 1:30 pm est.

No other changes.

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
5707 MACCORKLE AV SUITE 200	E. S.E.,	RECEIVING AND PROCESSING	
		5707 MACCORKLE AVENUE, S.E. SUITE 200	
CHARLESTON	WV	CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Account Management	110.00000	HOUR	\$129.00	\$14,190

Comm Code	Manufacturer	Specification	Model #
80160000			

Extended Description:

Contract Administration, Consultation, General Accounting, Third Party Procurement

INVOICE TO SHIP TO		SHIP TO
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES
5707 MACCORKLE AVE. S.E., SUITE 200		RECEIVING AND PROCESSING
		5707 MACCORKLE AVENUE, S.E. SUITE 200
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Production	130.00000	HOUR	\$129.00	\$16,770

Comm Code	Manufacturer	Specification	Model #	
82101605				

Extended Description:

Advertising Production

INVOICE TO		SHIP TO
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES
5707 MACCORKLE AVE SUITE 200	. S.E.,	RECEIVING AND PROCESSING
		5707 MACCORKLE AVENUE, S.E. SUITE 200
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Media Planning and Buying	1500.00000	HOUR	\$129.00	\$193,500

Comm Code	Manufacturer	Specification	Model #
82101900			

Extended Description:

Media Planning and Buying

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
5707 MACCORKLE AV SUITE 200	E. S.E.,	RECEIVING AND PROCESSING	
		5707 MACCORKLE AVENUE, S.E. SUITE 200	
CHARLESTON	WV	CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Design and Copy	275.00000	HOUR	\$129.00	\$35,475

Comm Code	Manufacturer	Specification	Model #	
80160000				

Extended Description:

Graphic Design, Writing Copy, Copy Editing, Interactive and/or Web

INVOICE TO		SHIP TO	SHIP TO		
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES			
5707 MACCORKLE AVE. S.E., SUITE 200		RECEIVING AND PROCESSING			
		5707 MACCORKLE AVE S.E. SUITE 200	NUE,		
CHARLESTON	WV	CHARLESTON	WV		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Media Training	5.00000	HOUR		
	ŭ			\$129.00	\$645.00

Comm Code	Manufacturer	Specification	Model #
80171803			

Extended Description:

Media Training

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Vendor Technical Questions Due by 10:00 am EST.	2022-04-27

	Document Phase	Document Description	Page 5
DMV2200000008	Final	Professional Advertising, Promotional, and Marketing Service	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions