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WY PURCHASING
DATE:

Proposal for Professional Advertising, Marketing, and Promotional Services

In Response to RFP CRFP STO2600000001

VENDOR NAME: Vandalia Digital

BUYER: Toby L Welch

SOLICITATION NO.: CRFP STO2600000001

BID OPENING DATE: Wednesday September 10, 2025

BID OPENING TIME: 1:30 p.m.

FAX NUMBER: 304-558-3970

Created: 9/10/2025

September 2025
Toby L. Welch
Department of Administration – Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Dear Mr. Welch and Evaluation Committee,

On behalf of Vandalia Digital, I am pleased to submit our proposal to provide professional advertising, marketing, and promotional services to the West Virginia State Treasurer's Office (STO).

Vandalia Digital is a West Virginia-based marketing firm with eight years of experience, an executive team of five seasoned professionals, and a deep connection to the Appalachian region. Our expertise includes full-service marketing campaigns, creative development, and digital advertising, with additional strengths in website development and SEO that enhance integrated campaigns.

We understand the Treasurer's Office oversees diverse programs such as SMART529, Unclaimed Property, and the Hope Scholarship, each requiring a customized approach to increase public awareness and participation. Vandalia Digital specializes in tailored strategies that ensure every campaign reflects the unique goals of each program while staying cost-effective and measurable.

We are confident in our ability to provide STO with:

- Comprehensive campaign strategy including research, planning, budgeting, and reporting
- · Creative services for print, digital, video, and audio
- · Targeted advertising through digital, social, broadcast, and community-based platforms
- Accountable reporting with pre-, mid-, and post-campaign evaluations tied to KPIs

We bring both big-picture strategy and hands-on execution, with the assurance that all creative materials developed will become the property of the STO. Our Appalachian focus means we do not just market, we tell stories that resonate with West Virginians.

We appreciate your consideration and welcome the opportunity to serve the Treasurer's Office.

Sincerely,

Chris Wallace

Agency Director, Vandalia Digital 304.544.7869, chris@vandalia.digital

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Scope of Services

Account Management

Vandalia Digital recognizes that clear communication and disciplined account management are the foundation of every successful project. Our approach ensures that the West Virginia State Treasurer's Office (STO) will have a dedicated team that is both proactive and responsive.

- **Dedicated Oversight:** Chris Wallace is the Agency Director and primary point of contact. He will be supported by Vandalia's executive team to ensure continuity and depth of expertise across all STO projects.
- Regular Communication: Weekly progress reports will be provided that summarize tasks completed, campaign performance metrics, budget status, and next steps.
 In addition, our team will be available for ad-hoc meetings as requested by STO leadership.
- Project Tracking and Coordination: Vandalia Digital uses project management tools to track deliverables, deadlines, and approvals. These systems ensure that each STO program is managed efficiently, with resources assigned appropriately and timelines clearly documented.
- Cost Control: Account management hours and administrative costs will be included in all project budgets. Vandalia's goal is to manage every project in a cost-effective manner by anticipating challenges, resolving issues quickly, and maintaining open communication with STO staff.

This structured approach allows STO to maintain visibility and confidence in all campaign activities, while Vandalia Digital shoulders the day-to-day management responsibilities.

Campaign Strategy

Every STO program has unique audiences, goals, and outreach requirements. Vandalia will create a tailored strategy for each program, ensuring that messages resonate and budgets are used effectively.

- **Discovery and Research:** We begin each campaign with research into program objectives, target demographics, and audience behaviors. This includes review of past campaign data, surveys, and analysis of statewide trends.
- Strategic Planning: Our team will lead collaborative planning sessions with STO staff to develop campaign goals, identify KPIs, and determine the appropriate mix of media channels.
- Budget Development: Each campaign will be supported by an itemized budget that
 includes projected hours, creative costs, media placement, and reporting. Budgets will
 be presented in advance for STO approval, with no overages permitted without written
 authorization.

 Implementation and Evaluation: Once approved, campaigns will be executed in phases. Vandalia Digital will provide mid-campaign performance assessments, allowing adjustments to be made if necessary, and post-campaign reports that analyze outcomes, insights, and performance data.

Our strategies combine traditional and digital methods, ensuring that campaigns reach both broad statewide audiences and more specific targeted groups.

Creative Services

Vandalia Digital has full in-house creative capabilities to support STO's wide range of advertising and outreach needs.

- Design and Copywriting: Our creative team produces commercial-quality designs, marketing copy, and advertising content that connect with West Virginia audiences.
 Deliverables include brochures, posters, print advertisements, direct mail, and branded campaign materials.
- Digital Assets: We develop engaging content for websites, social media, email, and digital ad platforms. Creative is tailored to each medium, ensuring effective engagement and measurable performance.
- Photography and Videography: Vandalia provides professional-quality visual storytelling. This includes photography for campaign imagery, video production for television or streaming, and audio production for radio and podcasts.
- **Production and Delivery:** Final products are delivered in professional formats suitable for broadcast, print, and digital distribution. We ensure compliance with media specifications and quality standards.
- Subcontracting (when required): While the majority of creative work is completed inhouse, Vandalia occasionally partners with specialists for highly technical needs such as advanced animation or large-scale video production. In such cases, we will secure competitive quotes from at least three subcontractors when feasible, with no markup added to costs.

All creative work produced under this contract will be owned by the STO and available for use beyond the life of the contract.

Comprehensive Marketing and Advertising Campaign Overview

Vandalia Digital develops comprehensive campaigns that move from research to results while staying accountable to STO goals and budgets. Each campaign follows a consistent framework:

Objectives and KPIs

- Define clear goals with STO, such as participation growth, account sign-ups, or awareness lift.
- · Translate goals into measurable KPIs and establish baselines and targets.

Audience and Strategy

- · Research program-specific audiences using demographic and behavioral data.
- · Segment audiences by need, geography, and media use.
- Select the best mix of channels (digital, broadcast, print, direct mail, community outreach) based on audience fit and cost efficiency.

Creative Development

- · Produce professional-grade print, digital, video, and audio assets in-house.
- Ensure messages are consistent, accessible, and tailored to each medium.
- · Use modular designs for efficient testing and quick adjustments.

Media Planning and Execution

- Build itemized media plans with projected reach, cost, and KPIs.
- Secure placements and negotiate favorable rates.
- Track delivery with standardized tagging and reporting.

Measurement and Optimization

- · Monitor performance in real time, adjusting budgets and creative as needed.
- Provide weekly updates and mid-campaign assessments.
- Deliver post-campaign reports within 15 days that include verified results, insights, and recommendations.

Governance and Accountability

- · Submit all budgets and plans for prior approval, with no work outside agreed scope.
- Pay subcontractors promptly and never apply markups to their invoices.
- Transfer all creative files and data to STO at closeout for future reuse.

This approach ensures STO campaigns are well-researched, efficiently executed, and measurable, with clear reporting that demonstrates return on investment and informs future initiatives.

Mandatory Project Requirements

Vandalia Digital acknowledges and will comply with all mandatory requirements outlined in the RFP:

- Ability to provide or secure a full range of advertising services for multiple STO programs simultaneously.
- Development of itemized plans and budgets for each project, with no additional hours charged outside of approved budgets unless pre-approved in writing by STO.
- Submission of post-project summary reports within 45 days of campaign completion, including outcomes, insights, and performance data.
- Procurement of subcontractors when necessary, with at least three cost estimates provided when feasible. Payment to subcontractors will be made within 45 days regardless of STO reimbursement timelines.
- · All materials and campaigns produced will become the property of the STO.

Vandalia Digital brings eight years of full-service marketing experience, a five-member executive team, and a proven record of planning and delivering accountable campaigns for mission-driven organizations in West Virginia and across Appalachia. Per the RFP, this section documents company information, staffing plans, relevant past projects, resumes, references, and how we meet mandatory experience requirements.

Qualification and Experience

Company Information

- Legal structure and ownership: Infinity Marketing Services LLC, DBA Vandalia Digital, privately held, headquartered in Hurricane, West Virginia.
- Years in business: 8
- Executive team: 5 leaders covering account management, strategy, creative, media, and analytics.
- Organizational model: Client-dedicated pods led by an Account Executive, with shared access to creative, media, and analytics specialists for surge needs and continuity.
- Appalachian focus: Local insight and statewide relationships that improve cultural fit, message resonance, and community outreach efficiency.

Scope and length of experience

• Engagement types: Integrated advertising and outreach, creative development, media planning and buying, targeted digital campaigns, measurement and reporting, stakeholder toolkits.

- In-house capabilities: Strategy, research, creative (design, copy, photo, video, audio), web and SEO, media buying and trafficking, analytics and dashboards.
- Service location: Services delivered primarily from Charleston, West Virginia. On-site meetings and community events supported statewide as needed.
- What distinguishes Vandalia: Tailored program plans, disciplined budget control, measurable KPIs, accessible and plain-language creative, and fast iteration based on performance.

Account Executive and Key Staff

Chris Wallace - Agency Director and Main Point of Contact

Chris Wallace serves as Vandalia Digital's Account Executive and primary contact for STO. With more than 15 years of leadership in advertising and marketing, Chris has directed integrated campaigns across broadcast, digital, and community outreach. He specializes in aligning strategy with measurable outcomes and has managed multiple six-figure budgets with strict accountability. Chris ensures every STO initiative is delivered on time, within budget, and in compliance with state requirements.

Jason Hager - Co-Owner and Strategic Advisor

Jason Hager is co-owner of Vandalia Digital and brings extensive experience in business strategy, campaign oversight, and client relations. His expertise lies in connecting organizational objectives with effective marketing approaches, ensuring campaigns support broader economic and community goals. Jason provides executive-level guidance, resource alignment, and quality control across all major accounts, including oversight of subcontracted work and vendor relationships when needed.

Julianne Parsons – Digital Specialist

Julianne Parsons leads Vandalia's digital media practice, specializing in programmatic advertising, paid search, paid social, and connected TV campaigns. She has hands-on experience in building audience segments, implementing microtargeting strategies, and managing real-time optimization. Julianne ensures all digital placements are data-driven, cost-efficient, and aligned with STO's program objectives. She also develops dashboards and reporting frameworks that provide transparent insights into campaign performance.

Pedro Fuentes - Design Specialist

Pedro Fuentes is Vandalia's lead Design Specialist, responsible for developing creative concepts and producing high-quality visuals across print, digital, and broadcast media. He has a strong background in brand design, visual storytelling, and accessibility-compliant layouts. Pedro ensures all STO creative assets will be visually compelling, culturally relevant to West Virginia audiences, and adaptable for multiple platforms. His work emphasizes clarity, impact, and consistency across campaigns.

Marie Linn - Web and Conversion Specialist

Marie Linn oversees Vandalia's web development and conversion optimization practice. She is experienced in building accessible, user-friendly websites and landing pages that maximize engagement and drive measurable actions. Marie brings expertise in SEO, analytics integration, and UX design, ensuring that all STO campaigns have digital destinations that support conversions and deliver clear data for reporting. She will ensure that every digital touchpoint is optimized for both usability and measurable return.

Continuity approach

If personnel changes occur, Vandalia provides overlap and knowledge transfer, maintains documentation, and proposes equally qualified replacements for STO approval.

Mandatory Experience Requirements

Relevant Past Projects

Client: Stride Inc. Private School Portfolio

Managed by: Jason Hager, Co-Owner, Vandalia Digital

Annual Budget: \$725,200

Overview: Marketing strategy, pubic relations and earned media initiatives, website development, collateral development, ad design and paid media campaigns/media buy

and placement for 7 private school institutions across the United States.

Client: Stride Inc. Managed Public School Marketing and Public Relations

Managed by: Jason Hager, Co-Owner, Vandalia Digital

Annual Budget: \$321,450

Overview: Full marketing strategy, pubic relations and earned media initiatives, ad design and paid media campaigns/media buy and placement for 2 managed public charter schools in West Virginia and Pennsylvania

Additional categories: Healthcare, workforce and education, chambers and economic development, nonprofit community initiatives and many more.



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

State of West Virginia Centralized Request for Proposals Service - Prof

Proc Folder:

1767636

Doc Description: Advertising/Marketing/PR

Reason for Modification:

Proc Type:

Central Master Agreement

Date Issued

Solicitation Closes

Solicitation No.

Version

2025-08-22

2025-09-10 13:30

CRFP 1300

STO2600000001

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name:

Infinity Marketing Solutions LLC DBA Vandalia Digital

Address: 971 WV-34, Suite 10

Street:

City: Hurricane

State: WV

Country: United States

Zip:25526

Principal Contact: Chris Wallace

Vendor Contact Phone: 304-544-7869

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor

Signature X

FEIN# 82-1154575

DATE 9/15/2025

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

Date Printed:

Aug 22, 2025

Page: 1

FORM ID: WV-PRC-CRFP-002 2020\05

ADDITIONAL INFORMATION

Request for Proposal:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia State Treasurer's Office (hereinafter referred to as the "Agency") to provide professional advertising, marketing, and promotional services per the specifications and terms and conditions as attached hereto.

***** Online responses and/or submission through wvoasis have been prohibited for this solicitation, if you have questions contact the Buyer - Toby Welch @ toby.l.welch@wv.gov.

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

See attached instructions for requirements for responding.

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

| Line | Comm Ln Desc | Qty | Unit of Measure | Unit Price | Total Price |
|------|--|-----|-----------------|------------|-------------|
| 1 | Professional Advertising, Marketing, and promotional Service | - | | | |

| Comm Code | Manufacturer | Specification | Model # | - |
|-----------|--------------|---------------|---------|---|
| 82101800 | | | | |
| | | | | |

Extended Description:

Professional Advertising, Marketing, and Promotional Services:

Vendors MUST fill out and submit Exhibit A Cost Sheet which is included herein and separate from the technical proposal. Labeling each part respectively. See Section 5 of the Instructions to Bidders

ONLINE SUBMISSIONS OF REQUESTS FOR PROPOSAL ARE PROHIBITED

| SCHEDUL | E OF EVENTS | |
|-------------|--------------------------------|------------|
| <u>Line</u> | Event | Event Date |
| 1 | Questions are due by 3:00 p.m. | 2025-09-03 |

Date Printed: Aug 22, 2025 Page: 2 FORM ID: WV-PRC-CRFP-002 2020\05

West Virginia State Treasurer's Office Professional Advertising, Marketing and Promotional Services

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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code §5A-3-10b, for the West Virginia State Treasurer's Office (hereinafter referred to as the "Agency") to provide professional advertising, marketing, and promotional services.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

West Virginia State Treasurer's Office Professional Advertising, Marketing and Promotional Services

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

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. PRE-BID 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. 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.

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.

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 non-binding.

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

Submission Deadline: Wednesday September 3, 2025 @ 3:00 p.m.

Submit Questions to: Toby L Welch

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email: Toby.L.Welch@wv.gov

- 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 wvOASIS, 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 wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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: Toby L Welch

SOLICITATION NO.: CRFP STO2600000001

BID OPENING DATE: Wednesday September 10, 2025

BID OPENING TIME: 1:30 p.m. FAX NUMBER: 304-558-3970

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.

Bid Delivery Address and Fax Number:

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

Fax: 304-558-3970

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding 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 zero (0) 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 in a separately sealed envelope.

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 wvOASIS (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 or via delivery by mail).

Bid Opening Date and Time: *Technical Opening* 9/10/25 @ 1:30 p.m.

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 Acknowledgement Form. 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 shall 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. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.
- 12. **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.
- 13. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 14. 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.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

- 16. 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 § 148-1-4.7.
- 17. 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.
- 18. 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."
- 19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3."

- 20. 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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.
- 21. 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.
- 22. 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.

West Virginia State Treasurer's Office Professional Advertising, Marketing and Promotional Services

SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

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 One (1) Year The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as |
| 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 |
| 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 o proceed and must be completed withindays. |

| receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the |
|---|
| work covered by the preceding sentence, the vendor agrees that: |
| 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 General's Office (Attorney General approval is as to form only). |
| 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. |
| Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and continues until the project for which the vendor is providing oversight is complete. |
| 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 hat 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 pecifications 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. |
|--|
| Construction: This Contract is for construction activity more fully defined in the specifications. |
| 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 Purchasing Division by the Vendor as specified: |
| LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendo shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion. |
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| The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above. |
| |

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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.

| Voluoi must mamaam, | |
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| Commercial General Liability Insurance in at least an amount of: \$1,000,000 occurrence. | 0.00 per |
| Automobile Liability Insurance in at least an amount of: \$1,000,000.00 | _per occurrence. |
| Professional/Malpractice/Errors and Omission Insurance in at least an amore per occurrence. Notwithstanding the forgoing, Vendor's at list the State as an additional insured for this type of policy. | ount of: re not required to |
| 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 | ntract. |
| Pollution Insurance in an amount of: per occurrence. | |
| Aircraft Liability in an amount of: per occurrence. | |
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- 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

| not limit the State or Agen | IAGES: This clause shall in no way be considered by sright to pursue any other available remedy. amount specified below or as described in the specified below. | Vendor shall now |
|-----------------------------|---|------------------|
| | for | • |
| Liquidated Dama | ges Contained in the Specifications. | |
| Liquidated Dama | ges 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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.

- 39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.
- 40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
- 41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
 - 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.

| (Printed Name and Title) Chris Wallace, Agency Director | - |
|---|---|
| (Address) 971 WV-34, Hurricane, WV 25526 | |
| (Phone Number) / (Fax Number) 3045447869 | |
| (email address) chris@vandalia.digital | |

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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

| Vandalia Digital | |
|--|---|
| (Company) | |
| (Signature of Authorized Representative) | |
| Chris Wallace, Agency Director - 9/10/25 | _ |
| (Printed Name and Title of Authorized Representative) (Date) | |
| 3045447869 | |
| (Phone Number) (Fax Number) | |
| chris@vandalia.digital | |
| (Email Address) | |

Revised 10/17/2024

West Virginia State Treasurer's Office Professional Advertising, Marketing and Promotional Services

SECTION 4: PROJECT SPECIFICATIONS

- 4.1. Background: The West Virginia State Treasurer's Office (Agency) is located in Charleston, W.Va. with offices at the State Capitol and other locations in town. The Agency manages several public programs and state services that require various advertising and outreach efforts to fulfill requirements designated in state law and to achieve maximum participation and program success. Those services and programs include, but are not limited to: Banking Services (manages the state's operating fund and processes all state receipts and disbursements); the West Virginia Board of Treasury Investments (manages the short-term investment of state and political subdivision funds); the Unclaimed Property Division (collects and holds property deemed abandoned until claimed by rightful owners); the SMART529 Educational Savings Solution program (Internal Revenue Code §529 tax-deferred savings program with mutual fund investment options); the WV457 Retirement Plus program (Internal Revenue Code §457 deferred compensation program for state and political subdivision employees); WVABLE (Internal Revenue Code §529A tax-deferred savings program with investment options for people with disabilities); the West Virginia Jumpstart Savings Program (a career savings program with investment options through the state created under W.Va. Code §18-30A-1, et seq.); the Hope Scholarship Program (an Education Savings Account program created under W.Va. Code §18-31-1, et seq.); Financial Education, including the GET A LIFE budget activity; and various other initiatives.
- 4.2. Scope of Services and Mandatory Requirements: Throughout the year, the Agency needs advertising and promotional support services and materials for each of its public programs. The actual amounts expended will be determined solely by the Agency and will vary annually. Nothing in the RFP or any contract/purchase order issued shall prohibit the Agency from performing certain or all of the services contemplated in this RFP, nor from obtaining the services from another vendor if in the best interest of the Agency and/or the State of West Virginia. The Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. A Vendor's response should include information about how the proposed approach is superior to other possible approaches.
 - **4.2.1.** Scope of Services The successful Vendor will develop and implement comprehensive marketing strategies for various programs designed to increase respective program participation within the State of West Virginia.

4.2.1.1. Account Management

Account management includes administrative hours, consultation meetings, and other administrative costs per project. The Vendor is responsible for weekly progress updates and ad-hoc meetings as needed. Discuss your staff's approach to account management. Include ways your staff develop and manage all projects in a cost-effective manner.

4.2.1.2. Campaign Strategy (Research, Planning and Budgeting)

Campaign strategy includes strategic planning sessions, marketing campaign development, project budgeting, internal meetings, surveys, research, analysis, social and traditional media strategies, and implementation. It includes developing advertising and promotional themes and related materials, determining pre-campaign goals, and identifying measurable Key Performance Indicators (KPIs). The Vendor must also provide mid-campaign assessments and post-campaign reports. Discuss how your team consults clients on best strategies and comprehensive campaigns. Discuss your team's ability to analyze and evaluate pre-project and post-project needs. Include ways your

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team measures campaign success. Provide examples of project budget proposals, campaign strategies, and post-campaign reporting including summaries of project outcomes, insights, performance data and other relevant information.

4.2.1.2. Creative Services

Creative services include print, digital, audio, and video asset creation. Explain your staff's ability to provide creative services, including commercial-quality designs, copy, graphics, photography, storyboards, audios, videos, print materials, digital assets, and other creative advertising and marketing items. Explain your ability to deliver final professional products including various print products and digital deliverables. If you use third-party subcontractors for any of these services, explain which services may be subcontracted, the benefits to the Agency, and the subcontractor selection process. (Please note there will be no percentage markup rates allowed for subcontracted services charged to the Agency. All Vendor project costs should be included in one of the hourly rate categories and included on pre-project budgets.)

4.2.1.3. Comprehensive marketing and/or advertising campaign

Discuss your firm's approach to develop, budget and implement a comprehensive six-week marketing campaign to increase the number of individuals participating in one of the Agency's programs of your choice (i.e.: Jumpstart Savings, Unclaimed Property, etc.). Explain how you will use available funds in an efficient and cost-effective manner. Include your effort to ensure the creative material is relevant to the campaign goals. Discuss your approach in determining the best strategy, including the range of media that would be considered appropriate, such as newspaper/print, broadcast (television/radio), direct mail, and digital (including social media and CTV). Include your methods to place and track media. Detail how you will measure campaign results. Provide at least one example of a similar campaign completed within the last 24 months.

4.2.1.4. Targeted digital advertising campaign

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

4.2.2. Mandatory Project Requirements:

To be considered for selection, the Vendor must meet the following mandatory requirements. The Vendor must describe how it meets or will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification. The Vendor has an obligation to disclose information throughout the RFP process should circumstances change that might render the Vendor unqualified. The mandatory project requirements are listed below.

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- **4.2.2.1.** The Vendor must be capable of providing or securing a full range of advertising services for multiple STO programs simultaneously, prior to reimbursement by the STO.
- **4.2.2.2.** For each strategy or project, the Vendor must develop and submit an itemized plan and project budget for Agency approval. The Vendor may come in under budget for any project. The Vendor must not charge for additional hours outside of an approved project budget unless a revised project budget is agreed upon and approved by the Agency PRIOR to the commencement of that work. It is the sole discretion of the Agency to allow for a project budget to be amended after it is approved. The Agency and Vendor shall mutually determine time frames and deadlines for each project. All materials and campaigns must be approved in advance by the Agency before work commences.
- **4.2.2.3.** For each strategy or project, the Vendor must develop and present a post-project summary report with outcomes, insights, performance data and other relevant information within 45 days after the conclusion of a campaign or project.
- **4.2.2.4.** When necessary, the Vendor is responsible for finding low-cost subcontractors and negotiating favorable rates for advertising and other third-party purchases. Whenever possible, a minimum of three (3) detailed cost estimates from three (3) different subcontractors should be presented for review and final approval from the Agency, with the exception of media buys. The Vendor shall remit payment to the subcontractors within 45 days of receipt of invoice from the subcontractor, regardless of whether the Vendor has yet to be reimbursed by the Agency.
- **4.2.2.5.** All materials and campaigns produced for the Agency will become the property of the Agency and may be used at any time, including after the contract expires or is terminated.
- 4.3. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information should include, but is not limited to, staff certifications or degrees applicable to this proposal, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.
 - **4.3.1.** Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.
 - **4.3.1.1.** Detail Vendor company information, including company description, legal structure, ownership, staffing numbers, organizational chart, pending contracts to merge or sell any portion of the firm and any information that will assist in evaluation.
 - **4.3.1.2.** Describe the scope and length of experience of your firm in providing services similar to those requested in this RFP. In your discussion, please include:
 - a. Size and types of engagements handled by your firm;
 - b. In-house capabilities;

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- c. Location from which services will be provided; and
- d. Any other information you believe distinguishes your firm.
- **4.3.1.3.** Identify the person who will have overall, hands-on account management responsibilities for the services, who will be known as the account executive. Provide a resume for this individual, including his or her qualifications, experience, expertise with similar projects, number of years with your firm and primary work location.
- **4.3.1.4.** Identify the person(s) in your firm, other than the account executive, who will generally be assigned to provide the services. Describe the role of each person listed and provide a brief resume of each person listed which includes his or her qualifications, experience, expertise with similar projects, and number of years with your firm.
- **4.3.1.5.** Describe your company's approach when there is turnover on a project team, including your ability to continue client services at the established level of quality without interruption.

4.3.2. Mandatory Experience Requirements

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

- **4.3.2.1.** The Vendor must have a managing member or director with a minimum of five (5) years of previous management-level experience in providing the advertising services requested to agencies or companies with similar needs.
- 4.3.2.2. Vendor must have a managing member or director who has managed or directed at least two (2) previous engagements with annual billings of more than \$200,000 within the last three years. Vendor should describe each qualifying engagement, listing the managing member or director, the name of the client, the length of the relationship, and the services provided.
- 4.3.2.3. Vendor's supervising staff member assigned to this account must possess a bachelor's degree, or five (5) years of related experience in lieu of a degree, in the areas of advertising, communications, or a related field such as journalism or marketing/sales. If the Vendor substitutes staff for this account, the experience, and qualification levels must be of a similar quality. The Agency reserves the right to approve and/or reject the Vendor's staff recommended to work on the account.
- **4.4. Oral Presentations:** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this

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RFP. During oral presentations, Vendors may not alter or add to their submitted proposal but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

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

SECTION 5: VENDOR PROPOSAL SUBMISSION INSTRUCTIONS

- **5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. Incurring Cost: Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. Proposal Format: Vendors should provide responses in the format listed below:
 - **5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical proposal and cost proposal. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
 - **5.3.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 - 5.3.3. Table of Contents: Clearly identify the material by section and page number.
 - **5.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.
 - **5.3.5. Proposal Submission:** All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.

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SECTION 6: EVALUATION AND AWARD

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

Evaluation Point Allocation:

| • | Scope of Services and Mandatory Requirements (§ 4.2) | 35 Points Possible |
|---|--|--------------------|
| • | Qualifications and Experience (§ 4.3) | 20 Points Possible |
| • | Oral interview (if applicable) (§ 4.4) | 15 Points Possible |
| | Total Technical Score: | 70 Points Possible |
| | Total Cost Score: | 30 Points Possible |

Total Proposal Score: 100 Points Possible

- **6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.
- **6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

6.5. Proposal Disqualification:

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

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- **6.5.2.** Fallure to Meet Mandatory Requirement: Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.
- 6.6. Cost Bid Opening: The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

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

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

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

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

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

Example:

Proposal 1 Cost is \$1,000,000 Proposal 2 Cost is \$1,100,000 Points Allocated to Cost Proposal is 30

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

Step $2 - 1 \times 30 = Total Cost Score of 30$

Proposal 2: Step 1-\$1,000,000 / \$1,100,000 = Cost Score Percentage of 0.909091 (90.9091%)

Step 2 - 0.909091 X 30 = Total Cost Score of 27.27273

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

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

| Vandalia Digital | |
|-------------------------------------|--|
| (Company) | |
| Chris Wallace, Agency Director | |
| (Representative Name, Title) | |
| 3045447869 - chris@vandalia.digital | |
| (Contact Phone/Email) | |
| 9-10-2025 | |
| (Date) | |



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

State of West Virginia **Centralized Request for Proposals** Service - Prof

Proc Folder:

1767636

Doc Description: Addendum No 1 - Advertising/Marketing/PR

Reason for Modification:

Addendum No 1 is issued to modify the technical bid opening date from 9/10/25 to 9/17/25.

---no other changes---

Proc Type:

Central Master Agreement

Version

Date Issued 2025-09-09

Solicitation Closes

STO2600000001

2

2025-09-17 13:30 CRFP 1300

Solicitation No

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: Infinity Marketing Solutions DBA Vandalia Digital

Address: 971 WV-34, Suite 10

Street:

City: Hurricane

State: WV

Country: United States

Zip: 25526

Principal Contact: Chris Wallace

Vendor Contact Phone: 304.544.7869

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor

Signature X

FEIN#: 82-1154575

DATE: 9/15/25

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

Date Printed:

Sep 9, 2025

Page: 1

FORM ID: WV-PRC-CRFP-002 2020\05

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

- 1) To modify the bid opening date from 9/10/25 to 9/17/25.
- --no other changes--

**** Online responses and/or submission through wvoasis have been prohibited for this solicitation, if you have questions contact the Buyer - Toby Welch @ toby.l.welch@wv.gov.

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

See attached instructions for requirements for responding.

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

| Line | Comm Ln Desc | Qty | Unit of Measure | Unit Price | Total Price |
|------|--|-----|-----------------|------------|-------------|
| 1 | Professional Advertising, Marketing, and | | | | |
| | promotional Service | | | | |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 82101800 | | | | |
| | | | | |
| | | | | |

Extended Description:

Professional Advertising, Marketing, and Promotional Services:

Vendors MUST fill out and submit Exhibit A Cost Sheet which is included herein and separate from the technical proposal. Labeling each part respectively. See Section 5 of the Instructions to Bidders

ONLINE SUBMISSIONS OF REQUESTS FOR PROPOSAL ARE PROHIBITED

| SCHEDUL | LE OF EVENTS | |
|-------------|--------------------------------|------------|
| <u>Line</u> | Event | Event Date |
| 1 | Questions are due by 3:00 p.m. | 2025-09-03 |
| 11 | Questions are due by 3:00 p.m. | 2025-09-03 |

 Date Printed:
 Sep 9, 2025
 Page:
 2
 FORM ID: WV-PRC-CRFP-002 2020\05

| | Document Phase | Document Description | Page 3 |
|---------------|----------------|--|-----------|
| STO2600000001 | | Addendum No 1 - Advertising/ Marketing/PR | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions