



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

# State of West Virginia Master Agreement

Order Date: 12-23-2024

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

Order Number:	CMA 0705 0705 LOT2500000002 1	Procurement Folder:	1387138
Document Name:	Lottery Marketing and Advertising Services	Reason for Modification:	
Document Description:	Lottery Marketing and Advertising Services	AWARD OF CRFP LOT2500000001	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2028-12-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000017121 INNERACTION MEDIA LLC 1440 CENTER HILL AVE STE 4  MORGANTOWN WV 26505 US Vendor Contact Phone: 3042881503 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Thomas P Hymes Requestor Phone: 304-558-2350 Requestor Email: thymes@wvlottery.com  <b>2025</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE LOTTERY PO BOX 2067  CHARLESTON WV 25327-2067 US	PURCHASING LOTTERY 900 PENNSYLVANIA AVE  CHARLESTON WV 25302 US

Total Order Amount:

Open End

Purchasing Division's File Copy

TCW 12/23/24 PURCHASING DIVISION AUTHORIZATION DATE: <i>Mary Abbott</i> 12/30/24 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John L. Gray</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>Calvin Rouse</i> 1-14-25 ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

The Vendor: Inneraction Media agrees to the Open-End contract with the agency, The West Virginia Lottery for an Marketing and Advertising Services per the bid requirements, specifications, terms and conditions, the information from Addendum No.01, dated: 09/24/2024, Addendum No. 02 dated: 10/01/2024, Addendum No. 03 dated: 10/15/2024, and the vendor's submitted and accepted bid on: 10/10/2024, incorporated herein by reference and made a part hereof.

Effective dates: 01/01/2025 - 12/31/2028

Renewals remaining: 2

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	82101800				0.000000
Service From		Service To		Service Contract Amount	
				0.00	

**Commodity Line Description:** Lottery - Advertising agency services

**Extended Description:**

Per attached pricing page

# **REQUEST FOR PROPOSAL**

## **West Virginia Lottery Marketing and Advertising Services CRFP**

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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 Lottery Commission (hereinafter referred to as the "Lottery") to provide the Lottery with marketing services and materials including, but not limited to, advertising, public relations, promotional materials, promotional prizes, promotional trips and accommodations, event management, drawing and promotional equipment, software and services, retailer point-of-sale materials, research, novelty items, and should allow advertising services or commodities not listed above by the Lottery.

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.

#### **1.2. Definitions:**

**Account Management** means Administration of the day-to-day functions, which provide professional support to meet the Lottery's requirements.

**Accounting** means the receipt and payment of invoices through the systematic process of identifying, recording, measuring, classifying, verifying, summarizing, interpreting, and communicating financial information.

**Contract Items** means the list of items identified in Section 4.2 below and on the Pricing Pages. These include, but are not limited to, providing advertising, public relations, strategic planning and analysis, promotional event management, drawing and promotional equipment, software and services, retailer

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materials, research, novelty items, and other advertising services and commodities that are specified in this RFP.

**Clerical Services** means document preparation, correspondence, filing, accounting, secretarial support, data imaging, sharing, and storage, and all other miscellaneous office activities relating to the Lottery's account. These services shall be included in the hourly rate for Account Management on the Pricing Page (Exhibit A) and shall include all, written, electronic, and verbal correspondence.

**Creative Planning** means the method of offering innovative solutions for marketing strategies, special events, computer graphics, layout and designs, art direction, advertising campaigns, copywriting, and all concepts related to advertising, and advertising production.

**Drawing Equipment, Software, and Services** means all draw game or promotional equipment, software, and services, event equipment, and other permanent and semi-permanent items that are used by the Lottery and its retailers and players to conduct drawings for games or promotional events. This includes, but is not limited to, specialty computers or servers, specialty apps, digital promotional game hardware and/or software, coupon software, scanning or printing devices, point of sale devices, and interactive displays.

**Estimated Hours for Account Management and Services** means the amount of time required for Contract Services during the State fiscal year (July 1 through June 30). The estimated hours for account services provided on the Pricing Page (Exhibit A) are based on hours billed during fiscal year 2023.

**Film Production** means administration, direction, and oversight by the Vendor that includes obtaining bids, preplanning, filming, and editing film creations for the Lottery.

**Incidental Charges** means an expense to the Vendor, which includes but is not limited to, telecommunications, facsimile, copying, color copies, postage and delivery charges, payroll, payroll taxes, mileage, travel expenses, and meals for all full-time, part-time, interning, and contractual employees.

**Lottery** means the state agency known as the West Virginia Lottery.

**Lottery Headquarters** means the Lottery facility located at 900 Pennsylvania Avenue, Charleston, West Virginia 25302.

**Marketing Supplies and Promotional Materials** means the point of purchase items, point of purchase equipment or software, promotional items, retailer promotions and field event promotional vehicles, promotion supplies, prizes for promotions including trips, Lottery apparel and accessories, drawing and promotional equipment, software, and services, event equipment, and other semi-permanent items that are used by the Lottery and its retailers and players.

**Media Event** means public events focused on a news announcement or press conference for major events planned events and including speeches or demonstrations. For example, the Lottery uses this type of event to announce certain Lottery winners to media outlets.

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**Media Planning and Buying** means the purchase and analysis of media placements through various channels of communication including, but not limited to, television, radio, newspaper, out-of-home (OOH), digital advertising, interactive, social media, and print ads.

**MUSL** means the Multi-State Lottery group that administers Powerball® and Lotto America®.

**NASPL** means North American Association of State and Provincial Lotteries.

**On-line** means connected to a central computer via telecommunication lines, satellites and/or wireless devices, such as ticket generating terminals used by lottery retailers to sell lottery products.

**On-line or Draw Games** means Lottery games played through dedicated gaming terminals installed in licensed Lottery retail establishments. Examples of on-line or draw games include: Cash25, Lotto America®, daily numbers games (Daily 3 and Daily 4), Powerball® and Power Play®, MegaMillions® and Megaplier®, Lotto America® and Star Ball®, Keno Go with Bonus, and CASH POP.

**Pricing Page** means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed prices for the Contract Services.

**Printing** means obtaining bids and production of various Lottery point of purchase items, informational pieces, brochures, newsletters, signs, banners, coupons, and any other production items that require a commercial printing company.

**Promotion Planning** means the development and design of marketing, event, or drawing activities that are organized by the Lottery. This would include, but is not limited to, support personnel, event staffing, purchasing promotional materials, promotional prizes, retailer promotions and field event promotional vehicles, promotional trips and accommodations, promotional equipment, supplies, and drawing equipment, software, and services on behalf of the Lottery.

**Public Relations** means public interactions promoting integrity that fosters mutual understanding, trust, and support with and for the Lottery. These interactions may also include Lottery support of arts, charitable causes, education, tourism, senior programs, sporting events, and other civic engagements.

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

**Sponsorships (Collegiate, Fairs, and Festivals)** means organized events by outside entities that may be supported by the Lottery.

**Strategic Planning and Analysis** means the ability to use the Lottery's long-term and tactical goals to create bench marks to achieve all marketing objectives and is shaped by the marketing strategy, post-buy analysis of media placements, comparative data for Lottery promotions and marketing campaigns, return on investment for all special events, evaluation of consumer behaviors, and market conditions. To establish effective marketing tools, information is collected from consumer observation, surveys, interviews, and

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from published sources. This process also includes determining actual demand in a cost effective and timely manner to create or assist in the creation of Lottery products and promotions that satisfy demand.

**Vendor Hourly Rate or Hourly Rate** means the hourly rate requested on the Pricing Page (Exhibit A), which the Vendor shall provide, and adhere to, for all Contract Services.

**Vendor Warehouse** means the current Gaming System and Services vendor (IGT) facilities located at 4998 S Elk River Road Unit J, Elkview, West Virginia 25071 and 53 Sterling Drive, Bridgeport, WV 26330.

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West Virginia Lottery  
Marketing and Advertising Services CRFP

## **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. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

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

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

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

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



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

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

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

Question Submission Deadline: Friday September 20, 2024

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, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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

**For Request for Proposal ("RFP") Responses Only:** Submission of a response 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 Six (6) 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.

**Bid Delivery Address and Fax Number:**  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

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

**VENDOR NAME:**  
**BUYER:** Toby L Welch  
**SOLICITATION NO.:** CRFP LOT2500000001  
**BID OPENING DATE:** October 1, 2024  
**BID OPENING TIME:** 1:30 p.m.  
**FAX NUMBER:** 304-558-3970

**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).

Bid Opening Date and Time: 10/01/2024 @ 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 Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://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](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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West Virginia Lottery  
Marketing and Advertising Services CRFP

## **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 Three (3) Years. 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 \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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



☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ 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 that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

☐ **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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked 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 Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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

**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.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☐

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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.

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

☐ \_\_\_\_\_ for \_\_\_\_\_.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

**20. TIME:** Time is of the essence 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](http://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](mailto: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.

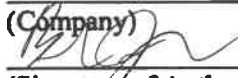
**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Brian Jarvis, Vice-President  
(Address) 1440 Center Hill Ave., Suite 4, Morgantown, WV 26505  
(Phone Number) / (Fax Number) 3049932272  
(email address) brian@inneractionmedia.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

InnerAction Media, LLC

(Company)   
(Signature of Authorized Representative)  
Brian Jarvis, VP, 9/30/2024  
(Printed Name and Title of Authorized Representative) (Date)  
3049932272  
(Phone Number) (Fax Number)  
brian@inneractionmedia.com  
(Email Address)

# **REQUEST FOR PROPOSAL**

## **West Virginia Lottery Marketing and Advertising Services CRFP**

### **SECTION 4: PROJECT SPECIFICATIONS**

#### **4.1 Background and Current Operating Environment:**

The West Virginia Lottery is working to promote its products and move our brand forward through innovating ideas while also maintaining the strong reputation we've established over the last 38 years in providing fun and entertaining experiences and operating responsibly and with integrity.

The Lottery currently offers eight different draw games: Powerball® with Power Play®, Mega Millions® with Megaplier®, Lotto America® with All Star Bonus®, Cash25, Daily3, Daily4, Keno Go with Bonus, and CASH POP. There are nearly 1,500 active Lottery retailers. The Lottery currently identifies 38 high-volume retailers as key accounts, of which, 27 are part of chain accounts (i.e. retailers that share a brand, central management, and/or owned by one organization are noted as "chain" accounts). All terminals, display monitors, and associated peripherals are property of the Vendor and leased by the Lottery. The Lottery produces evening televised drawing shows each week featuring six draws for the Daily3 and Daily4 games, and four draws for the Cash25 game. Keno Go and CASH POP are fast draw games that are random number generated draws.

The Lottery draw game portfolio contains games and game features that are the intellectual property of entities external to the Lottery. Copyright or trademarked games include, but are not limited to, those created, operated, and managed through the Multi-State Lottery Association ("MUSL"). Such games and game features are leased by the Lottery and the Vendor bears all costs on behalf of the Lottery, unless otherwise determined by the Lottery. The Lottery markets at least 38 instant ticket scratch-off games per year, with at least 28 to 38 games being available for sale at any one time. These tickets are sold to the public by licensed Lottery retailers.

#### **4.2 Project Goals and Mandatory Requirements:**

The goal of this RFP is to provide the Lottery with marketing services and supplies including, but not limited to, advertising, public relations, promotional materials, promotional prizes, retailer promotions and field event promotional vehicles, promotional trips and accommodations, event management, drawing and promotional equipment, software and services, retailer point-of-sale materials, research, strategic planning and analysis, novelty items, and should allow advertising services or commodities not listed above by the Lottery.

Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

Contract Services must meet or exceed the mandatory requirements and deliverables.

# **REQUEST FOR PROPOSAL**

## **West Virginia Lottery Marketing and Advertising Services CRFP**

### **4.2.1 Goals and Objectives – The project goals and objectives are listed below.**

**4.2.1.1** The account representative(s) or other personnel should attend Lottery meetings if requested by the Lottery. These may include, but are not limited to, ad hoc marketing meetings, media events, and special promotions held during daytime, evening and weekend hours upon the Lottery's request. The Vendor must have consistent and reliable transportation on a 24/7/365 basis for in-person representation. Describe how often and in what manner communications would occur with the Lottery to maintain business goals. This would include Lottery's request for meetings, media events, or special promotions.

**4.2.1.2** Vendor should provide full public relations services to be utilized on an ad hoc basis. Describe your experience with public relations and how it could benefit the Lottery.

**4.2.1.3** Vendor should conduct analyses in order to make recommendations with respect to media selection, themes, copy, multi-media presentations, and brand positioning and counsel Lottery staff regarding the same. Describe what steps you would take in order to make suggestions to the Lottery.

**4.2.1.4** All media should be placed in and for the West Virginia market. Upon the Lottery's request, all media placements and cancellations shall be implemented within five (5) days of the request. Describe your strategy for placement in the West Virginia market.

**4.2.1.5** Vendor should conduct post-buy analysis and provide results to the Lottery in a reasonable time frame following special events, promotions, and advertising campaigns. Describe how you would provide the following and associated costing:

**4.2.1.5.1** Key performance indicators measuring all media.

**4.2.1.5.2** Cost, performance, and efficacy of campaign with recommendations for future campaigns or promotions including, but not limited to, products, tools, and strategies.

**4.2.1.5.3** Analytical and written assessment of completed campaigns.

**4.2.1.5.4** If requested, a lessons-learned meeting with the provided results from the post-buy analysis.

### **4.2.2 Mandatory Project Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be**

# **REQUEST FOR PROPOSAL**

## **West Virginia Lottery Marketing and Advertising Services CRFP**

included in technical scores where appropriate. The mandatory project requirements are listed below.

- 4.2.2.1** Vendor must provide professional services necessary to develop and maintain successful marketing campaigns, including a minimum of two (2) full time employees to serve as account representatives, one (1) of whom shall be a primary account representative who will be on-call 24 hours a day, seven days a week with an in-person response time to Lottery Headquarters of, at maximum, sixty (60) minutes.
- 4.2.2.2** Vendor must provide personnel to pick up and deliver work-related materials and documents to the West Virginia Lottery's Headquarters as needed or requested by Lottery.
- 4.2.2.3** Vendor must acknowledge, agree, and convey to any agent, servant, or employee assigned to the Lottery account and any employee with influence or control over those agents, servants, employees, and family members residing in the same household of such agents, servants, and employees of the restriction from wagering, winning, participating, or collecting any prize in any racetrack video lottery or limited video lottery games, traditional games, iLottery, playing Mega Millions® and Lotto America® out of state, table games, sports wagering, iGaming, or other product regulated by the Lottery Commission. Vendor must obtain from each a signed Covenant Related to Purchasing Lottery Tickets providing that the aforesaid individuals will not play or collect any prize from any form of gaming regulated by the Lottery and that failure to comply with this restriction may result in forfeiture of any winnings, removal of the offending agent, servant, or employee from the Lottery's account, and/or termination of this contract. Vendor should provide upon request the Lottery with the signed statements from those working on or who have influence over those working on the Lottery's account.
- 4.2.2.4** Vendor must provide a detailed monthly summary and annual cumulative reports of all actual and projected expenditures and remaining balances to the Lottery, sorted by Lottery-specified categories and available to the Lottery electronically, in Excel spreadsheet format. Vendor must provide game and campaign cost summary reports, analysis of trackable and non-trackable mediums for evaluation of ads and/or campaigns and any ad hoc reports requested.
- 4.2.2.5** Vendor must possess licensed software to create, edit, process, view graphics, and other necessary files between the Vendor and the Lottery. In addition, Vendor must have software that is compatible with media and print outlets. At minimum, the Vendor must have the capability of using the most current version of Adobe Creative Suite and the ability to work with both Macintosh and PC formats. Vendor must have the ability to transfer to and receive files from the Lottery via an SFTP platform.

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- 4.2.2.6** Vendor must have the ability to accept data electronically from disk, USB drive, CD, CDR, CDRW, DVD, DVDR, DVDRW or tape, file transfer, or download link. E-mail capabilities must be provided by the Vendor.
- 4.2.2.7** Vendor, or a contracted production company, must provide talent for all radio, television, and media productions. Lottery maintains the right to suggest new or keep in place any media production talent Vendor must obtain talent **not covered** by collective bargaining agreements in addition to obtaining talent involving the Screen Actors Guild (SAG) and American Federation of Radio and Television Artists (AFTRA). West Virginia based talent and production shall be considered whenever possible. Vendor shall negotiate the best possible rate for all talent. If Vendor chooses to use talent covered by collective bargaining agreements, Vendor shall provide written justification to the Lottery in a timely manner, and it will be at the discretion of the Lottery to approve or disapprove all talent. Vendor must obtain talent releases for all talent used in all radio, television, and media production. Vendor must keep all releases on file and provide to the Lottery upon request.
- 4.2.2.8** Vendor must provide thorough searches of rights, trademarks, and legal licensure of stock photography, musical scores and vocals, film segments, commercial production talent releases, and any other copyrighted materials to be used in Lottery marketing endeavors to assure legal usage.
- 4.2.2.9** Vendor must secure ad hoc research via qualified firm(s) selected by the Lottery based upon project research methodologies, techniques, and cost comparisons. This research would include the target consumer and retailer base, including behaviors, attitudes, and opinions, upon the Lottery's request on an "as needed" basis. Projects will include baseline studies, quantitative game analysis, and ad hoc research such as web-based surveys/polls. Vendor shall provide payment for such research on behalf of the Lottery. For purpose of this contract, qualified research firms shall not be considered a partner entity of the Vendor.
- 4.2.2.10** Vendor must design and produce advertising materials in all media including, but not limited to TV, radio, OOH, print advertising, digital advertising, mobile platforms, social media, print, the Lottery's gaming system, and any other form of media to be used in Lottery marketing endeavors. Vendor must develop copy to accompany these items.
- 4.2.2.11** Vendor must place and enter into short-term and long-term contracts on behalf of the Lottery. This includes, but not limited to, TV, radio, OOH (including satellite-fed jackpot signage units), print advertising, digital advertising, printing, and digital promotional game application development terms, hardware and/or software, if needed; and any other contracts as needed by the Lottery. The Lottery shall have final approval of all contracts.

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- 4.2.3** Vendor must create, produce and provide delivery of promotional materials and services to be used in advertising and marketing activities. Activities and services include, but are not limited to, marketing supplies and promotional materials, drawing, equipment, software, and services, point-of-sale materials, promotional items, promotional prizes or other awards, and any requested semi-permanent items and signage for use at the retailer level.
- 4.2.4** All contracts, papers, correspondence, copy, books, accounts, vendor expenses, and other information in the Vendor's care relating to the business of the Lottery must be open to inspection and examination by an authorized representative of the Lottery at all reasonable times.
- 4.2.5** All records, including subcontracts, must be kept for a minimum of five (5) years for billing purposes and internal audits. The Lottery's Advertising Manager must be copied on all outside emails with production companies, media outlets, or others providing services on Lottery's behalf.
- 4.2.6** All native files, including licensed fonts and images, layouts, sketches, art work, computer graphics, branding materials, coding/programming, and copy including, but not limited to, advertising copy, film, master tapes, typesetting, photocopies, storyboards, and computer data storage disks/cards used in advertisements or other materials developed or placed by the Vendor for the Lottery, shall become the exclusive property of the Lottery and must be delivered on an external drive to the Lottery upon completion of the contract. Any, and all props or non-consumable materials purchased for Lottery productions, will become the exclusive property of the Lottery. Upon completion of a production, the Lottery may give permission to donate or request delivery of any props or non-consumable materials to Lottery Headquarters.
- 4.2.7** The Lottery shall have the full and free right to possess and use any and all said property in any way deemed by the Lottery to be necessary or advisable, either directly or through the Vendor without incurring additional costs beyond the initial creative development and production hourly rates.
  - 4.2.7.1** Vendor must have the ability to commit a minimum of \$1.5 million dollars including advertising media and pass through expenses to other vendors at any one time prior to any reimbursement from the Lottery. Bidding vendor must supply audited financial statements for the past three (3) years prior to contract award to meet the aforementioned requirement.
- 4.2.8** The Lottery must approve all work to be written, developed, or otherwise performed by the Vendor before the Vendor incurs any costs. Work that does not have prior written approval shall not be paid by the Lottery.
- 4.2.9** The Lottery must receive all media cash discounts, rebates, frequency discounts, or special adjustments allowed to the Vendor for ads placed for and on behalf of the Lottery. Vendor must conduct post audits and require refunds for advertising not aired or placed according to the buy.



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Any obligatory correction or replacement of inventory must be authorized by the Lottery. Vendor must make available to the Lottery copies of all invoices, including broadcast affidavits.

- 4.2.10** The Vendor's payment processing to third-party providers must be included in the Vendor's hourly rate for Account Management on the Pricing Page (Exhibit A). Invoices and invoice statement(s) for services and/or materials provided to the Vendor on behalf of the Lottery must be submitted weekly in digital format to the Lottery's Advertising Manager or designee, and the day and time of submission will be determined between the Vendor and the Lottery and with Lottery approval. The Lottery's approval of invoices is required for payment. Invoices sent for approval must have a date received stamp. Lottery will process and approve or deny for payment digitally. Lottery must receive invoice for payment approval within 3-5 days of receipt. Vendor must pay third-party invoices within 7-10 days of approval or based on invoice terms and conditions, whichever occurs first. Vendor shall NOT withhold any payments to third-party providers prior to Lottery reimbursement.
- 4.2.11** Vendor must request competitive cost estimates from a minimum of three (3) different subcontractors or vendors for all products and services requested and secured on behalf of the Lottery. All received estimates must be presented for the Lottery's review on all commodities or services, with the exception of media buys or services that are sole source. Overall quality and creative treatment of film and video production services must also be considered. Vendor has first right of costing production if Vendor offers an in-house production service. If Vendor is not chosen, the Lottery has the right to request three (3) competitive bids or cost estimates. Additional bids may be required based on insufficient quality and/or unacceptable cost. Vendor must provide a detailed project scope to the Lottery for review and approval prior to presenting the project scope to bidding subcontractors.
- 4.2.12** Vendor must obtain annual contracts for recurring costs, including point-of-sale materials, Lottery publications, etc. Such items include, but are not limited to: flyers, posters, signage, brochures, retailer and player publications, and any other recurring printed material as needed.

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

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

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will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed 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** Vendor must have a minimum of five (5) years of previous experience in providing a wide variety of advertising services to agencies or companies with similar marketing needs. Those advertising services may include, but are not limited to, creation, planning, media purchasing and placement, point-of-sale marketing, digital marketing and design, social media marketing and design, project management, public relations, strategic planning and analysis to provide a quality product on time, as scheduled.

**4.3.1.2 Staffing:** Compliance with experience requirements will be determined prior to contract award by the state through references provided by the Vendor with its bid proposal or upon request, through knowledge or documentation of the Vendor's past projects, or another method that the state determines to be acceptable.

**4.3.1.2.1** Vendor shall provide a company description, history and experience related to Marketing and Advertising services for the past five (5) years, an organizational chart, listing names, title, and the number of full-time staff currently employed which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project.

**4.3.1.2.2** Vendor shall discuss levels of staffing it can devote to this Contract and whether Vendor would need to hire additional staff to fulfill the needs of this Contract. Vendor must provide any documentation requested by the state to assist in confirmation of compliance with this provision.

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

**4.4.1** Vendor must possess marketing experience in the retail industry and/or in the entertainment industry.

**4.4.1.1** Vendor must have a minimum of one (1) staff member assigned to each of the following areas: graphic and multimedia design, creative development, media planning and buying, social media development, accounts payable and receivable, and other areas as requested by the Lottery. A staff member may be dedicated to one or more

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areas listed above to fulfill this requirement and may be assigned to other accounts, provided that the staff member dedicated has experience in the areas for which he or she is assigned and deadlines are met.

- 4.4.1.2** The Lottery reserves the right to approve and/or reject Vendor's personnel recommended to work on the Lottery's account. The Lottery reserves the right to request Vendor staff changes throughout the term of the contract and approval thereof.
- 4.4.1.3** Vendor must provide dedicated account management and services, creative direction, creative talent, production, technical expertise, and any other service requested by the Lottery.
- 4.4.1.4** Vendor's staff must provide assistance in developing, securing, and implementing advertising and promotional campaigns, promotional activities, and other marketing-related services as requested. Such services included, but are not limited to, TV, radio, OOH, digital advertising, social media, print advertising, printed materials, ad hoc event logistics, if needed, supplemental event staffing, if required, strategic planning and analysis, development and securing of sponsorships, promotional items, including promotional prizes, retailer promotion and field event promotional vehicles, promotional trips and accommodations, for both retailers and players, and oversight of specific or special ad hoc projects. The Lottery has final approval on all Vendor's staffing for advertising, promotional, and public relations projects. All paid staff positions on broadcast production projects will require Lottery approval.
- 4.4.1.5** Vendor may use subcontractors for promotional software or events, draw game promotional equipment, software, and services, graphic and multimedia design, and requested software services with the Lottery's prior approval.
- 4.4.1.6** **Performance:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 4.4.1.7** Vendor must have prior written authorization from the Lottery Advertising Manager or Lottery Marketing Deputy Director for all work prior to performance and submission of an invoice for payment by the Vendor. Billing for work of any nature without prior written authorization will not be paid by the Lottery.
- 4.4.1.8** Total expenditures for the Lottery's advertising and promotions program shall not exceed the amount approved by the Lottery unless such change is requested, and by mutual consent is agreed upon in writing by the Lottery and the Vendor. Detailed payment information is located in Sections 4.4.2 and 4.4.3.

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### **4.4.2 Billing and Payments:**

- 4.4.2.1** Hourly rate: The Lottery shall pay an hourly rate as proposed by the Vendor, as shown on the Pricing Page (Exhibit A), for all Contract Services performed and accepted under this contract. Invoices submitted by the Vendor must reflect the categorized hourly rates for Contract Services.
- 4.4.2.2** The hourly rate must include all costs necessary to fulfill requirements described in this RFP, excluding third-party commodities and services. The hourly rate shall be billed to the Lottery in 15-minute increments, on a monthly basis. The hourly rate bid by Vendor must also be sufficient to cover the following costs provided in Sections 4.4.2.1, 4.4.2.3, and 4.4.2.4, as Vendor will be responsible for all costs listed and may not invoice Lottery separately for these costs.
- 4.4.2.3** Incidental charges must be included in the hourly rate for general Account Management proposed by the Vendor on the Pricing Page (Exhibit A). Incidental charges that are incurred in order to perform the routine conduct of business including, but not limited to, telecommunications, facsimile, copying, color copies, postage and delivery charges, payroll, payroll taxes, mileage, travel expenses, meals, for all full-time, part-time, interning, and contractual employees.
- 4.4.2.4** Overhead expenses must be included in the hourly rate for Account Management. Overhead expenses include, but are not limited to, accounting fees, depreciation, insurance, interest, legal fees, rent, repairs, supplies, taxes, telephone bills, and utilities.
- 4.4.2.5** Travel expenses associated with attending any Lottery related activities including, but not limited to, the NASPL conference, other conferences, marketing meetings, special promotions, media events and productions, and retailer visits must be included in hourly rate for Account Management. These expenses include, but are not limited to, airline tickets, rental cars, mileage, meals, hotel accommodations, and conference fees. Vendor will not bill Lottery for travel time between or among the Lottery's office in Charleston and the Vendor's office(s) or for travel time to Lottery events. This travel time shall be the responsibility of the Vendor.
- 4.4.2.6** The Lottery will pay for third party commodities and/or services at Vendor's net cost, with no additional markup. Media placements will be paid at net cost only, with no mark up beyond what is submitted on the pricing page (Exhibit A).. Any services or materials provided on behalf of the Lottery shall be approved and paid without any additional mark up. Public service announcements are not subject to media charges.

### **4.4.3 Reimbursement to Vendor:**

- 4.4.3.1** The Vendor shall submit invoices, in arrears, to the Lottery at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. The

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Lottery shall pay an hourly rate as proposed by the Vendor, as shown on the Pricing Page (Exhibit A), for all Contract Services accepted and performed under this contract.

- 4.4.3.1.1** Vendor will not bill hourly any activity related to processing Vendor invoices; project proofing by more than two (2) agency personnel; reviewing, prior to providing to the Lottery, any Vendor or third-party analysis or reports by more than two (2) personnel; reviewing any documents provided by the Lottery to the Vendor for educational and training purposes; and any other service deemed as unnecessary hourly charges by the Lottery.
- 4.4.3.2** Vendor shall submit reimbursements for invoices paid twice a month, and the day and time of submission will be determined between the Vendor and the Lottery and with Lottery approval, upon contract award. Payment to the Vendor from the Lottery shall directly reflect the reimbursement of services from outside entities. All invoices to be paid by the Lottery shall show the net cost to the Vendor.
- 4.4.3.3** Vendor will work with Lottery financial staff on the format of invoices. All invoices must include a detail of all hours worked by each employee, a copy of all invoices paid to third-party providers, and a copy of the check showing payment to the third-party providers. If any future changes to invoicing are required by the State Auditor's Office or by State Rule or Law, Vendor must adhere to these changes as necessary.
- 4.4.3.4** Vendor must provide proof of payment of all third-party invoices that was used to provide production services or materials for the Lottery's account. That proof may come in the form of cleared checks, or other standard financial recording. Such proof shall be made available to the Lottery for audit once per month, or upon request.
- 4.4.3.5** Invoices may be requested by the Lottery outside of the monthly billing.
- 4.4.3.6** There shall be no additional markup charges by Vendor beyond what is submitted on the pricing page (Exhibit A) on media, production or any other services provided by outside entities.
- 4.4.3.7** Progress payments may be made at the option of the Lottery on the basis of percentage of work completed per project. Any provision for progress payments must also include language for a minimum 50% retainage until the final deliverable is accepted.
- 4.4.3.8** If progress payments are permitted based on the specific project and payment schedule agreed upon between Vendor and the Lottery, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress payments must be submitted to Lottery with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of

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acceptable progress or deliverables as documented in the Vendor's report. State law forbids payment of invoices prior to receipt of services.

- 4.4.4 Liquidated Damages:** According to West Virginia State Code §5A-3-4(a)(8), Vendor agrees that liquidated damages shall be imposed at any time during the course of the contract resulting from this Request for Proposal, or at any time during the course of optional renewal years, as described below. This clause shall in no way be considered exclusive and shall not limit the state or Lottery's right to pursue any other additional remedy to which the state or Lottery may have legal cause for action including further damages against the Vendor.

Liquidated damages for Vendor default may include, but are not limited to:

- 4.4.4.1** Failure to respond to a request for on-site staff within the specified sixty (60) minute timeframe requirement: \$350 per incident per requested person.
- 4.4.4.2** Failure to provide and maintain account staffing at the experience and educational levels of, or similar levels to, those originally proposed: \$350 per day, per person.
- 4.4.4.3** Failure to comply with the Covenant Related to Purchasing Lottery Tickets Amount equal to the cash value of the prize won.
- 4.4.4.4** Failure to meet documented deadlines due to carelessness or poor planning on the part of the Vendor: \$500 per day, per occurrence.
- 4.4.4.5** Failure to make payments on the Lottery's behalf within 7-10 business days, upon receiving the West Virginia Lottery's approval of the invoiced statement: \$100 per incident.

Breach of any of the foregoing, or any action of the Vendor or any associate, agent or subcontractor of the Vendor involved in the contract, which reflects negatively upon the integrity, credibility, honesty, or security of the State Lottery Commission will result in decisive remedial action, and may include cancellation of the contract by the State of West Virginia.

The West Virginia Lottery Director shall have discretion to determine whether liquidated damages, as described in this section of the RFP, will be assessed. The West Virginia Lottery Director's determination shall not be arbitrary or capricious. In the event of a dispute regarding the imposition or the amount of liquidated damages, the Vendor shall designate one (1), and only one (1), on-site individual to discuss the dispute with the West Virginia Lottery Director or West Virginia Lottery Commission. In all possible areas of liquidated damages assessment, there shall be no prorated damages unless otherwise expressed for partial periods. Excessive liquidated damages, and events leading to such, may be grounds for termination of the contract.

This clause shall in no way be considered exclusive and shall not limit the State or Lottery's right to pursue any other available remedy.

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### **4.4.5 Data Confidentiality:**

- 4.4.5.1** Any and all financial, statistical, personnel, customer and/or technical data supplied by the state to the Vendor are confidential (State Confidential Information).
- 4.4.5.2** The Vendor must secure all data from manipulation, sabotage, theft or breach of confidentiality.
- 4.4.5.3** The Vendor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State and/or deemed to be confidential.
- 4.4.5.4** The Vendor shall assume total financial liability incurred by the Vendor associated with any such breach of confidentiality.

### **4.4.6 Continuity of Services:**

- 4.4.6.1** The Vendor recognizes that the services under this Contract are vital to the Lottery and must be continued without interruption and that, upon Contract expiration, a successor, may continue them. The Vendor agrees:
  - 4.4.6.1.1** To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
  - 4.4.6.1.2** To make all Lottery equipment, data, art and production files, contracts, and media contacts used for services rendered under this Contract available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor.
  - 4.4.6.1.3** To pay any outstanding invoices accrued under the timeframe of this Contract. The Lottery shall reimburse the Vendor for any payments made to third-party Vendors.

**4.5 Oral Presentation:** The Agency will require oral presentations of all Vendors participating in the RFP process. If this option is exercised, points will be allocated in Section 6.2 below at the time the RFP is issued, or via addendum prior to technical bid opening. 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:

#### **4.5.1 The Vendor should present three (3) past launched campaigns relevant to the following:**

- 4.5.1.1** A statewide or national advertising campaign for a consumer product providing who the customer was; project scope; summary of campaign strategy, including challenges faced and solutions; media utilized as described in 4.4.1.5; media plan and strategy; creative examples including and, if applicable, digital advertising; point-of-sale; social

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media; TV; radio; OOH; and any other creative relevant to the campaign; campaign success and analysis; and any other details the Vendor deems important.

**4.5.1.2** An advertising campaign promoting a product promotion such as a coupon or loyalty program providing who the customer was; project scope; summary of campaign strategy, including challenges faced and solutions; media utilized as described in 4.3.2; media plan and strategy; creative examples including and, if applicable, digital advertising; point-of-sale; social media; TV; radio; OOH; and any other creative relevant to the campaign; campaign success and analysis; and any other details the Vendor deems important.

**4.5.1.3** A branding campaign for a product, service, or company. Vendor shall provide creative examples for the Brand and include details on how the brand was created and launched to the public, internal staff, and others associated with the Brand.

**4.5.1.4** The Vendor should present one (1) mock campaign for the provided West Virginia Lottery instant product and draw game promotion (Exhibit B) including describing the creative strategy to promote the product, target audience, and media plan. Vendor shall provide a creative example in each of the following: digital advertising, digital OOH, and social media.

**4.5.1.4.1 Lottery Advertising Creative Prompt:** The Lottery will be creating a Holiday promotion featuring three instant games and the in-state CASH 25 game. Art for all three are provided in Exhibit B.

The promotion would include:

- Players may enter by purchasing HOLIDAY CARDS, GIFTS OF 7, or MERRY CHRISTMAS instant tickets or the five plays of CASH 25.
- Players may enter the data by validation barcode under the scratch covering on instant tickets or the CASH 25 web code at the top of each ticket.
- Enter by registering on the FREE wvlottery.com website or mobile app and scanning or manually entering the codes with the Lottery PlayOn Rewards.
- The promotion will run from November 1, 2024 through December 31, 2024.
- There will be twenty-four (24) winners of \$200 digital cards each month for the two months.
- There will be one (1) grand prize drawing at the conclusion of the promotion, held on January 9, 2025. Grand Prize drawing will have twenty-four (24) winners of \$5,000 and one (1) winner of \$50,000!



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**4.5.1.5** Vendor shall have 60 minutes for an in-person, oral presentation. This can include visual/audio and/or demonstrations. There will be a 30-minute question and answer period immediately following.

**4.5.1.6** Vendor shall submit all campaigns on a flash drive for review prior to award of contract.

### **SECTION 5: VENDOR PROPOSAL**

**5.1 Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

**5.2 Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

**5.3 Proposal Format:** Vendors should provide responses in the format listed below:

**5.3.1 Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. 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.

**5.4 Proposal Submission:** All proposals (both technical and cost) must be submitted to the Purchasing Division prior to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

### **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. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.

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**6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

### **Evaluation Point Allocation:**

#### **Project Goals and Mandatory Requirements (§ 4.2)**

- Communications and Goals (§ 4.2.1.1) **(5) Points Possible**
- Public Relations Experience (§ 4.2.1.2) **(3) Points Possible**
- Analysis Process (§ 4.2.1.3) **(7) Points Possible**
- Placement Strategy (§ 4.2.1.4) **(7) Points Possible**
- Post-buy analysis (§ 4.2.1.5) **(7) Points Possible**

#### **Qualifications and Experience (§ 4.3)**

- Qualifications and Experience Information (§ 4.3) **(10) Points Possible**

#### **Oral Presentation (§ 4.5)**

- Statewide or National Campaign (§ 4.5.1.1) **(7) Points Possible**
- Product Promotion or Loyalty Campaign (§ 4.5.1.2) **(7) Points Possible**
- Branding Campaign (§ 4.5.1.3) **(7) Points Possible**
- Lottery Promotion Prompt Campaign (§ 4.5.1.4) **(10) Points Possible**

#### **Total Technical Score:**

**70 Points Possible**

#### **Total Cost Score:**

**30 Points Possible**

**Total Proposal Score: 100 Points Possible**

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## **West Virginia Lottery Marketing and Advertising Services CRFP**

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

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

### **6.5 Proposal Disqualification:**

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

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

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

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

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

**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:**  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

**Step 2:**  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

# REQUEST FOR PROPOSAL

## West Virginia Lottery Marketing and Advertising Services CRFP

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 –  $0.909091 \times 30 =$  Total Cost Score of 27.27273

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

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

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Representative Name, Title)

\_\_\_\_\_  
(Contact Phone/Fax Number)

\_\_\_\_\_  
(Date)

# **REQUEST FOR PROPOSAL**

West Virginia Lottery  
Marketing and Advertising Services CRFP

## **Exhibit B: Advertising Creative Prompt (Section 4.5.1.4.1)**

## **West Virginia Lottery Advertising Creative Prompt**

### **(Section 4.5.1.4.1)**

The Lottery will be creating a Holiday promotion featuring three instant games and the in-state CASH 25 game. Art for all three are provided.

The promotion would include:

- Players may enter by purchasing HOLIDAY CARDS, GIFTS OF 7, or MERRY CHRISTMAS instant tickets or the five plays of CASH 25.
- Players may enter the data by validation barcode under the scratch covering on instant tickets or the CASH 25 web code at the top of each ticket.
- Enter by registering on the FREE wvlottery.com website or mobile app and scanning or manually entering the codes with the Lottery PlayOn Rewards.
- The promotion will run from November 1, 2024 through December 31, 2024.
- There will be twenty-four (24) winners of \$200 digital cards each month for the two months.
- There will be one (1) grand prize drawing at the conclusion of the promotion, held on January 9, 2025. Grand Prize drawing will have twenty-four (24) winners of \$5,000 and one (1) winner of \$50,000!

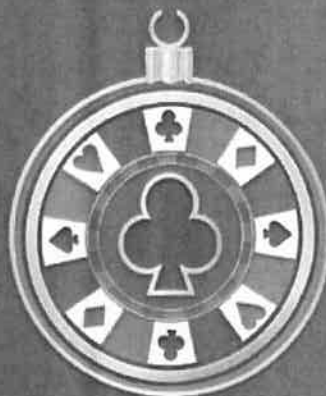
\$1

TO:

FROM:

Merry Christmas

Find a "♦" win PRIZE shown.



WIN UP TO \$3,000

\$2

# HOLIDAY HEARTS



WIN UP TO  
\$7,000!



PRIZE

PRIZE



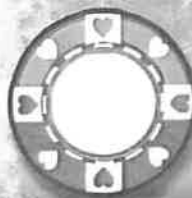
PRIZE

PRIZE



PRIZE

PRIZE



PRIZE

PRIZE



PRIZE

PRIZE

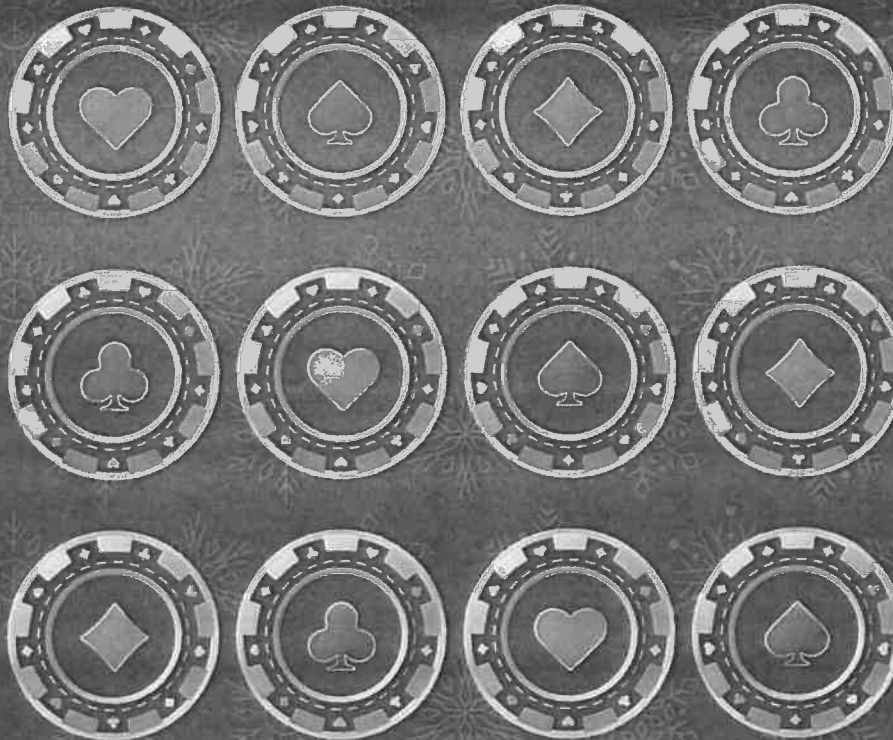


\$5

# Christmas Cards

\$\$

*Dealer's Hand*



Win  
Up To **\$21,000!**

See back for play instructions.

## TICKET BACK

If YOUR HAND BEATS the DEALERS HAND, win amount shown for the HAND.



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

<b>Proc Folder:</b> 1387138			<b>Reason for Modification:</b> Addendum No 1 issued to modify the technical proposal opening date
<b>Doc Description:</b> RFP - Lottery Marketing and Advertising Services			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-09-24	2024-10-08 13:30	CRFP 0705 LOT2500000001	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :**  
**Address :**  
**Street :**  
**City :**  
**State :** **Country :** **Zip :**  
**Principal Contact :**  
**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

<b>Vendor</b>		
<b>Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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

**ADDITIONAL INFORMATION**

Addendum No 1 is issued for the following reasons:

1) To modify the opening date for the technical proposal from 10/01/2024 to 10/08/2024.

---no other changes---

\*\*\*\* Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Toby Welch @ toby.l.welch@wv.gov

See attached instructions for requirements for responding.

INVOICE TO			SHIP TO		
LOTTERY PO BOX 2067			LOTTERY 900 PENNSYLVANIA AVE		
CHARLESTON	WV	25327-2067	CHARLESTON	WV	25302
US			US		

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Lottery - Advertising agency services				

Comm Code	Manufacturer	Specification	Model #
82101800			

**Extended Description:**

Lottery - Advertising agency services

Vendors MUST fill out Cost Sheet included as Exhibit A. and return separately from technical proposal.

**\*\*ONLINE SUBMISSIONS OF REQUESTS FOR PROPOSAL ARE PROHIBITED\*\***

See attached instructions for requirements for responding.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2024-09-20

**SOLICITATION NUMBER: CRFP-0705-LOT2500000001**

**Addendum Number: 01**

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum No. 01 is issued for the following reasons:

1) To extend the bid opening date to 10/08/2024, the bid open time remains unchanged at 1:30pm EDT (13:30).

—No other changes

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

**Terms and Conditions:**

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFP LOT25\*01**

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

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

**Addendum Numbers Received:**

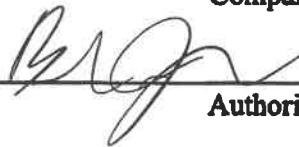
(Check the box next to each addendum received)

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

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

InnerAction Media, LLC

Company



Authorized Signature

10/4/2024

Date

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



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

<b>Proc Folder:</b> 1387138			<b>Reason for Modification:</b> Addendum No. 2 is issued to modify the technical proposal opening date, to publish vendors questions..... See Page 2 for complete info
<b>Doc Description:</b> RFP - Lottery Marketing and Advertising Services			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-10-01	2024-10-15 13:30	CRFP 0705 LOT2500000001	3

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

Vendor  
Signature X

FEIN#

DATE

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

**Reason for Modification:**

Addendum No. 2 is issued to modify the technical proposal opening date, to publish vendors questions and answers and to publish a revised pricing page.

**ADDITIONAL INFORMATION**

Addendum No 2 is issued for the following reasons:

- 1) To modify the opening date for the technical proposal from 10/08/2024 to 10/15/2024.
- 2) To Publish vendor questions with the Agency responses.
- 3) To attach a revised Exhibit A Pricing Page.

—no other changes—

\*\*\*\* Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Toby Welch @ toby.l.welch@wv.gov

See attached instructions for requirements for responding.

INVOICE TO				SHIP TO			
LOTTERY PO BOX 2067				LOTTERY 900 PENNSYLVANIA AVE			
CHARLESTON		WV	25327-2067	CHARLESTON		WV	25302
US				US			

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Lottery - Advertising agency services				

Comm Code	Manufacturer	Specification	Model #
82101800			

**Extended Description:**

Lottery - Advertising agency services

Vendors MUST fill out Cost Sheet included as Exhibit A. and return separately from technical proposal.

**\*\*ONLINE SUBMISSIONS OF REQUESTS FOR PROPOSAL ARE PROHIBITED\*\***

See attached instructions for requirements for responding.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2024-09-20

**SOLICITATION NUMBER: CRFP-0705-LOT2500000001**

**Addendum Number: 02**

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum No. 02 is issued for the following reasons:

- 1) To extend the bid opening date for the technical proposal from 10/08/2024 to 10/15/2024.
- 2) To Attachment of vendor questions and Agency responses.
- 3) To Attach the corrected and revised Exhibit-A Pricing Page.

--No other changes

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

**Terms and Conditions:**

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



# ATTACHMENT A

## **Lottery RFP Questions CRFP 0705 LOT2500000001**

**\*Lottery has separated some of the questions and now reflects that Questions 1-12 concern Section 4.2.7.1 which states:**

Vendor must have the ability to commit a minimum of 1.5 million dollars including advertising media and pass through expenses to other vendors at any one time prior to any reimbursement from the Lottery. Bidding vendor must supply audited financial statements for the past three years prior to contract award to meet the aforementioned requirement.

**Question 1) Are respondents required to submit 3-years of audited financial statements with their submission?**

**A1) No. See section 4.2.7.1 states "prior to contract award".**

**Question 2) If so, are these required to be publicly disclosed to anyone requesting copies of the RFP file?**

**A2) No, not required to disclose audited financial statements as part of the bid submission and will only be requested prior to contract award.**

**However please see Section-2 *Instructions to Vendors Submitting Bids*, Paragraph-6 *BID SUBMISSION*; and Paragraph-21 *YOUR SUBMISSION IS a PUBLIC DOCUMENT***

**Question 3) Are you requiring them to be on a cash basis or an accrual basis?**

**A3) Either is acceptable, at vendors discretion.**

**Question 4) What exactly are you looking for on the audited financial statements to indicate that the respondent would have 1.5 million dollars to place advertising and media and pass through expenses to other vendors at any one time? Is your formula Cash on Hand plus Accounts Receivable less Accounts Payable or are you using another method?**

**A4) Financial Statements will be reviewed as a whole for solvency and to determine if the vendor has the resources to meet its obligations.**

**Question 5) If WV Lottery is looking for a respondent that has cash on hand of 1.5 million dollars, can that respondent have any other clients that they service? Specifically, if the cash on hand is 2.5 million, and the respondent has 4 other clients equal to or larger than WV Lottery, are you viewing this as them having 2.5 million or only 1/5 of the available cash or \$500,000?**

**A5) Financial Statements will be reviewed as a whole for solvency and to determine if the vendor has the resources to meet its obligations.**

**Question 6) If a respondent has 1.5 million dollars, how is possible to show that you can take on WV Lottery's account unless you already have the account, or have no other clients?**

**A6) Financial Statements will be reviewed as a whole for solvency and to determine if the vendor has the resources to meet its obligations.**

## **Lottery RFP Questions CRFP 0705 LOT2500000001**

**Question 7)** Will WV Lottery require respondents to sign a statement that for the duration of the contract they must always have 1.5 million dollars available to the WV Lottery?

**A7)** No.

**Question 8)** Are the audited financial statements required prior to the judging of the Technical proposal?

**A8)** No. See section 4.2.7.1 states "prior to contract award".

**Question 9)** Are the audited financial statements required prior to the Oral Presentation?

**A9)** No. See section 4.2.7.1 states "prior to contract award".

**Question 10)** Are audited financial statements required prior to the final award of the contract?

**A10)** Yes. See section 4.2.7.1 states "prior to contract award".

**Question 11)** If the State of WV and Quasi-State Agencies owe a respondent more than 1.5 million dollars, will this suffice as being able to front 1.50 million to WV Lottery at any time?

**A11)** Financial Statements will be reviewed as a whole for solvency and to determine if the vendor has the resources to meet its obligations.

**Question 12)** If a respondent's financial statements do not show the 1.5 million as you determined it in Question 2, can the respondent's owner or owners submit audited personal financial statements that show Cash on Hand equal to 1.5 million? Would owner's equity in other businesses or personal property suffice in place or in conjunction with Cash on Hand?

**A12)** Not required.

**Question 13)** The proposal states that WV Lottery does not pay for accounting other than processing vendor invoices. The cost of the respondent's accounting for things needs to be incorporated into the rates that the respondent charges for other provided services. With this in mind, are the hours on the cost sheet accurate estimates for the amount of account service time?

**A13)** These are an estimated volume of approximated work through invoicing.

**Question 14)** Is it correct that there is no mark-up on Sponsorships and Pass-Thru Expenses?

**A14)** Yes that is correct. No mark-up on sponsorships and pass-thru expenses. Mark-up on media only. Media included in sponsorships is not eligible for mark-up

## **Lottery RFP Questions CRFP 0705 LOT2500000001**

**Question 15)** How much does WV Lottery budget for sponsorships and other pass-thru expenses annually?

**A15)** Sponsorships and other pass-thru expenses are on an ad-hoc basis. This information on budget is not for bidding purposes, neither the Purchasing Division nor the Lottery can disclose this information to the bidders at any time prior to the conclusion of the procurement process.

**Question 16)** What is your basis for determining that something is a Sponsorship? For instance, if WV Lottery sponsors a Sports Arenas, Civic Centers, Minor-League Ball Park, these types of sponsorship have signage posted throughout. Is any part of the sponsorships eligible for the mark-up if one is bid by the respondent?

**A16)** Sponsorships are negotiated by, and at the discretion of the Lottery. No mark-up on media included in sponsorships.

**Question 17)** Does WV Lottery have Learfield/IMG contracts for college sports? Are they for Football? Basketball? Baseball? Soccer? Does your current agency negotiate the contracts as your agency of record? Are the Learfield contracts eligible to be marked up? What is the approximate amount of your Learfield contracts?

**A17)** Yes, the West Virginia Lottery has Learfield contracts and include all sports mentioned. The Agency of record does not negotiate these contracts. Learfield contracts are not eligible for mark-up.

**Question 18)** Does your current agency do the creative design and sizing of your current Learfield contracts? If so, are there any plans of having another vendor take this work away? Is the Learfield creative work guaranteed over the next 3 years?

**A18)** Current ad agency does the majority of creative in Learfield contracts. Learfield handles minimal creative for assets that are in-game promotions with WV Lottery sponsorship. There is no plan of an alternate vendor handling Learfield creative traditional retail gaming. There is no guarantee of Learfield creative over the next 3 years as contract is on an annual basis

**Question 19)** In the fiscal year ending 6/30/24, how many film productions were undertaken by your current agency and their associated subcontractors? Will the same number of productions be done moving forward in future years? Will the responding agency be doing this work, or will another of your vendors?

**A19)** In FY24, there were four productions. Productions may be less or more than FY24 moving forward based on business demands. If the responding agency is capable of in-house production, the agency may quote first on the production for the WV Lottery's approval. Should scope of work, film production quality, and/or cost estimate not meet the Lottery's approval, the Lottery will request the agency of record to seek three additional subcontractor quotes.

## **Lottery RFP Questions CRFP 0705 LOT2500000001**

**Question 20)** Could you please describe your system and method of placing Social Media Ads. Specifically, do you have a person on staff who is responsible for placing social media platforms? If so, does this person work in conjunction with the respondent agency in placing these ads? Will the responding agency have budgeted time to work on this ad placement? How will WV Lottery pay for these ads? Are these adds eligible to be marked up if the respondent bids a mark-up? What is your social media budget?

**A20) Responsibility:** Yes, we have a dedicated Social Media Manager on staff who is responsible for placing ads on social media platforms.

- **Coordination with Agency:** The Social Media Manager directly places the ads, while our ad agency keeps a credit card on file to cover the payments.
- **Agency's Budgeted Time:** Not applicable, as ad placement is handled internally by our Social Media Manager.
- **Payment:** The WV Lottery will reimburse the ad agency for the ads placed.
- **Mark-Up Eligibility:** No, these ads are not eligible for any mark-up if the respondent bids a mark-up.
- **Social Media Budget:** This information on budget is not for bidding purposes, neither the Purchasing Division nor the Lottery can disclose this information to the bidders at any time prior to the conclusion of the procurement process.

**Question 21)** What was the amount of Media that was eligible to be marked up in the last fiscal year ending 6/30/2024?

**A21)** Media buys that were eligible for mark-up totaled \$2.492 Million in fiscal year 2023 and \$2.547 Million in fiscal year 2024

**Question 22)** Is there anything that WV Lottery allows its Agency of Record to do without its express consent?

**A22)** No.

**Question 23)** The four items below are in regards to Pass Thru Expense and whether the respondent has any responsibilities in relation to paying them:

- a) Is the respondent responsible for quotes on items in excess of \$10,000?

**A23a)** Yes, See section 4.2.11; The vendor must request three quotes from three subcontractors for competitive cost estimate, Lottery may request quotes for any and all purchases no matter the dollar amount.

- b) Is the respondent responsible for finding WV businesses to provide quotes?

**A23b)** No, although West Virginia businesses are preferred, however the cost, timely delivery, and quality of product being the determining factor.

- c) Is the respondent responsible for finding American made products?

## **Lottery RFP Questions CRFP 0705 LOT2500000001**

**A23c) No, although American products are preferred, however the cost, timely delivery, and quality of product being the determining factor preferably the agency would like to purchase American made products. See section-3 GENERAL TERMS AND CONDITIONS paragraphs 41 & 42.**

- d) Can the respondent contact a vendor of a pass-thru expense for any reason without WV Lottery's prior authorization? For instance to request a W-9 Form or have WV State Sales Tax removed?**

**A23d) Yes**

**Question 24) WV Lottery requires that the respondent receive approval to pay invoices prior to their being paid. How many WV Lottery staff are available to approve invoices to be paid to vendors? Is there someone available to approve the invoices for payment to vendors in the event that this person is at a Fair or Festival? Is there someone available to approve invoices for payment to vendors when this person is on vacation or sick leave?**

**A24) The Lottery's marketing department has a designated person for contract management. The Lottery works to process invoices in a timely manner and within the limitations of State Law and the rules and processes of the State Treasurer's Office and State Auditor's Office. WV Lottery and the WV Auditor's Office have several levels of approval for invoice processing approval.**

**Question 25) WV Lottery requires that the request for original approval to pay invoice and a copy of the proof of payment in canceled check/credit card or ACH payment be sent when the final submission for reimbursement is sent. How many WV Lottery staff are available to approve the final submission for reimbursement? Is there someone available to approve the submission for reimbursement in the event that person is at a Fair or Festival? Is there someone available to approve the submission for reimbursement when this person is on vacation or on sick leave?**

**A25) The Lottery works to process invoices in a timely manner and within the limitations of State Law and the rules and processes of the State Treasurer's Office and State Auditor's Office. WV Lottery and the WV Auditor's Office have several levels of approval for invoice processing approval.**

**Question 26) On the Cost sheet, In Design and Production there is a note next to Art Direction (#12) that says "make its own thing, art production, ad materials, move above"**

- a. Should Art Direction have its own rate outside of "Design and Production"?**

**A26a) Please see Addendum No – 02 for Pricing Page corrections.**

**Question 27) On the Cost Sheet, in section B, media buying add-on the disclaimer explains that \$10,000,000 is arbitrary it ends with "...during the possible four years of the contract." Should this be 5 years based on three years plus 2 renewals?**

**A27) Please see Addendum No – 02 for Pricing Page corrections. Yes, three (3) years with two (2) optional renewals.**

## EXHIBIT A : PRICING PAGE

A.	CATEGORY	SECTION(S)	CONTRACT SERVICES	Unit of Measure	ESTIMATED HOURS	VENDOR'S HOURLY	TOTAL EXTENDED COSTS
					(BASED ON HOURS/ YEAR IN 2023)		
ACCOUNT MANAGEMENT		4.2.2	1. Account Management and Services	Hour(s)	1,900		
		4.2.4.2	3. Public Relations	Hour(s)	40		
		4.2.2.8	4. Rights, Trademarks, and Legal Procurement	Hour(s)	55		
STRATEGIC PLANNING AND ANALYSIS		buying	Strategic Planning & Analysis	Hour(s)	125		
MEDIA PLANNING AND BUYING		4.2.1.3	5. Radio and Streaming Services	Hour(s)	100		
		4.2.1.4	6. Television and Streaming Services	Hour(s)	500		
		4.2.7.1	7. Newspaper	Hour(s)	25		
		4.2.9	7. Digital Advertising	Hour(s)	100		
		4.4.2.6	8. Outdoor Ads	Hour(s)	50		
		4.4.3.6	9. Social Media	Hour(s)	25		
DESIGN AND PRODUCTION		4.2.2.10	10. Design and Copywriting	Hour(s)	650		
		4.2.4	11. Art Direction	Hour(s)	100		
		4.2.6	16. Film Production	Hour(s)	100		
			17. Audio Production	Hour(s)	100		
MISCELLANEOUS		4.4.1.4	19. Sponsorships- Collegiate/ Fairs & Festivals	Hour(s)	35		
		4.4.1.4					
		4.2.11	20. Marketing Promotions Planning and Materials, Prizes, Trips, and Accommodations	Hour(s)	50		
		4.2.12					
		4.4.1.4	21. Promotion and Events Field Staffing	Hour(s)	25		
<b>TOTAL EXTENDED HOURLY COST</b>							

The sum of ESTIMATED HOURS PER YEAR (CONTRACT SERVICES ABOVE) IS 3,980 HOURS. The quantities shown are estimates only and may be more or less.

**B. Media Buying Add-on:**

All Vendors responding to this RFP must provide a percentage of add-on media buying activities (not to exceed 5%).

This percentage will be multiplied by \$10,000,000 and added to that total.

The total media buy of \$10,000,000 is arbitrary and the actual amount may not reach or may exceed this amount during the possible three (3) years of the contract.

Percentage:

**C. (Cost from A. and B. are to be added together to determine the total cost of the proposal.)**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFP LOT25\*01**

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

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

**Addendum Numbers Received:**

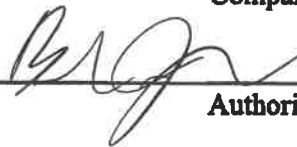
(Check the box next to each addendum received)

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

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

InnerAction Media, LLC

Company



Authorized Signature

10/4/2024

Date

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





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: 1387138

Doc Description: RFP - Lottery Marketing and Advertising Services

Reason for Modification:

Addendum No 3 is issued to  
answer a question regarding  
revised pricing page.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-10-04	2024-10-15 13:30	CRFP 0705 LOT2500000001	5

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

**FOR INFORMATION CONTACT THE BUYER**

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

Vendor  
Signature X

FEIN#

DATE

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

**ADDITIONAL INFORMATION**

Addendum No 3 is issued for the following reasons:

1) To Publish vendor questions with the Agency response Regarding Addendum No 2 revised Pricing page.

--no other changes--

\*\*\*\* Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Toby Welch @ toby.l.welch@wv.gov

See attached instructions for requirements for responding.

INVOICE TO				SHIP TO			
LOTTERY PO BOX 2067				LOTTERY 900 PENNSYLVANIA AVE			
CHARLESTON	WV	25327-2067		CHARLESTON	WV	25302	
US				US			

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Lottery - Advertising agency services				

Comm Code	Manufacturer	Specification	Model #
82101800			

**Extended Description:**

Lottery - Advertising agency services

Vendors MUST fill out Cost Sheet included as Exhibit A. and return separately from technical proposal.

**\*\*ONLINE SUBMISSIONS OF REQUESTS FOR PROPOSAL ARE PROHIBITED\*\***

See attached instructions for requirements for responding.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2024-09-20

**SOLICITATION NUMBER: CRFP-0705-LOT2500000001**

**Addendum Number: 03**

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum No.03 is issued for the following reasons:

- 1) To attach Vendor questions and Agency responses.

—No other changes

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

**Terms and Conditions:**

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

# ATTACHMENT A

**Lottery RFP Questions**  
**CRFP 0705 LOT2500000001**

**28.** I noticed on the cost proposal published yesterday via the below addendum it has the year 2023 at the top of the form in Column F. Would you like us to change this to 2025 or whatever year it should be or will you need to send out an updated version?

**A28)** No, the description is to inform vendors that the hours were estimated from year 2023. **ESTIMATED HOURS (BASED ON HOURS/ YEAR IN 2023)** see Question 13) and the corresponding answer.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFP LOT25\*01**

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(Check the box next to each addendum received)

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InnerAction Media, LLC

Company



Authorized Signature

10/4/2024

Date

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Revised 6/8/2012

# **REQUEST FOR PROPOSAL**

West Virginia Lottery  
Marketing and Advertising Services CRFP

## **Exhibit A: Cost Sheet**

## EXHIBIT A : PRICING PAGE

A.

CATEGORY	SECTION(S)	CONTRACT SERVICES	Unit of Measure	ESTIMATED HOURS (BASED ON HOURS/ YEAR IN 2023)	VENDOR'S HOURLY	TOTAL EXTENDED COSTS
ACCOUNT MANAGEMENT	4.2.2	1. Account Management and Services	Hour(s)		\$ 150.00	
	4.2.4.2	3. Public Relations	Hour(s)		\$ 150.00	
	4.2.2.8	4. Rights, Trademarks, and Legal Procurement	Hour(s)		\$ 150.00	
STRATEGIC PLANNING AND ANALYSIS	buying	Strategic Planning & Analysis	Hour(s)		\$ 150.00	
MEDIA PLANNING AND BUYING	4.2.1.3 4.2.1.4 4.2.7.1 4.2.9 4.4.2.6 4.4.3.6	5. Radio and Streaming Services	Hour(s)		\$ 110.00	
		6. Television and Streaming Services	Hour(s)		\$ 110.00	
		7. Newspaper	Hour(s)		\$ 110.00	
		7. Digital Advertising	Hour(s)		\$ 110.00	
		8. Outdoor Ads	Hour(s)		\$ 110.00	
		9. Social Media	Hour(s)		\$ 110.00	
		10. Design and Copywriting	Hour(s)		\$ 200.00	
DESIGN AND PRODUCTION	4.2.2.10	11. Art Direction	Hour(s)		\$ 200.00	
	4.2.4	16. Film Production	Hour(s)		\$ 200.00	
	4.2.6	17. Audio Production	Hour(s)		\$ 200.00	
			Hour(s)		\$ 200.00	
MISCELLANEOUS	4.4.1.4	19. Sponsorships- Collegiate/ Fairs & Festivals	Hour(s)		\$ 200.00	
	4.4.1.4		Hour(s)		\$ 200.00	
	4.2.11	20. Marketing Promotions Planning and Materials, Prizes, Trips, and Accommodations	Hour(s)		\$ 200.00	
	4.2.12					
	4.4.1.4	21. Promotion and Events Field Staffing	Hour(s)		\$ 200.00	
<b>TOTAL EXTENDED HOURLY COST</b>						<b>\$</b>

The sum of ESTIMATED HOURS PER YEAR (CONTRACT SERVICES ABOVE) IS 3,980 HOURS. The quantities shown are estimates only and may be more or less.

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Percentage: 0.0000%

C. (Cost from A. and B. are to be added together to determine the total cost of the proposal.)