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Purchasing Division

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Digital Relativity, LLC
129 South Court Street
Unit 2
Fayetteville, WV 25840
304.397.8643

We are pleased to present this response to CRFQ LOT1700000002 - Marketing and Advertising Services. Enclosed you will find the required technical information and documents as outlined in the RFQ.

Digital Relativity is a West Virginia-based agency comprised primarily of individuals that have grown up and matriculated in the Mountain State. We realize the importance of this project, and welcome the opportunity of helping the West Virginia Lottery meet objectives to support our education system, seniors and the tourism industry.

Thank you for this opportunity.

Pat Strader
Digital Relativity

QUALIFICATIONS

3.1 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 include but are not limited to creativity, planning, media purchasing, point-of-sale marketing, Internet marketing and design, project management, public relations, and research to provide a quality product on time, as scheduled.

▲ Digital Relativity has been successfully planning and executing marketing and advertising projects for more than 5 years for businesses throughout the United States. A full-service agency, Digital Relativity offers the following services:

Strategy and Marketing Planning

Not all great creative ideas work. We go beyond big ideas, and even big numbers. We think first, then act, focusing in on the metrics that actually count. We build roadmaps from research, then continually refine our approach to keep those key metrics trending upward.

Media Buying, including Programmatic Buys

We make sure our messaging is leveraged fully, but targeted efficiently. We evaluate the reach, audience and value of every ad buy (personally and with fine-tuned algorithms) to guarantee ROI. And we continually re-evaluate to guide content and placements.

Responsive Website Development & Search Engine Optimization

We use carefully planned information architecture to create the foundation for a dynamic, user-friendly experience that guides visitors seamlessly toward conversions, no matter what device they're using— all SEO-streamlined to boost organic traffic.

Content and Social Media Strategy

We speak with our audience, not at them. With creative, salient campaigns and strategic content that meets the audience where they are, we dig beyond 'likes' to create purposeful 2-way engagement that deepens brand investment and increases KPIs.

Graphic Design

Our designs bring beauty and psychology together in a powerful package that compels audiences and reinforces branding with a memorable, meaningful visual identity. We boil down complex concepts into elegantly simple, actionable visuals.

Multimedia

We capture gripping moments and ideas in video, photography and illustrations, and bring them to life with editing and animation to share the story of your message in a way that grabs— and keeps— attention through the media clutter.

Public Relations

We build relationships with all your target audiences. Stakeholders, customers, even employees— so we can build support with everyone involved with your brand. Even media relations goes beyond just sharing— we plan ahead to make sure you're creating valuable things to say.

Digital Relativity has developed and executed marketing plans and campaigns for a diverse number of clients, including Wild, Wonderful West Virginia, GoMart, Visit Southern West Virginia, the Marion County Convention and Visitors Bureau, Bridge Day, and The Blennerhassett Hotel, amongst others. Digital Relativity has also developed marketing plans for retailers, professional services, associations, real estate entities, events, and more.

AWARDS



American Advertising Awards West Virginia, February 2016
Gold Award for Best Online/Interactive Websites, Microsites
Bridge Day 2015 for Visit Southern West Virginia

American Advertising Awards West Virginia, February 2016
Silver Award for Logo Design
GoToWV Logo for Wild, Wonderful West Virginia

American Advertising Awards West Virginia, February 2016
Silver Award for Marketing Campaign
Real, GoToWV for Wild, Wonderful West Virginia

American Advertising Awards West Virginia, February 2016
Silver Award for Print Media Campaign
Real, GoToWV for Wild, Wonderful West Virginia

Southeast Tourism Society 2016
Shining Example Award
Wild, Wonderful West Virginia, Best Marketing Award > \$500K

QUALIFICATIONS

3.2 *Vendor should possess marketing experience in the retail industry and/or in the entertainment industry.*

▲ **Digital Relativity meets this requirement. We have experience working with retail and entertainment clients, including GoMart, White House Foods, Sammy Snacks/Ancestry Pet Food, Blue Smoke Salsa, Bridge Brew Works, Bear Republic Brewing Company, Tomoka Brewing Company, American Mountain Theater, and Water Stone Outdoors.**

Please review the case studies on page 33 for some examples of our work. Additional work samples can be provided upon request.

3.3 *Vendor must have at least one (1) staff member dedicated to each of the following areas: graphic design, creative development, media planning and buying, and other areas as requested by the Lottery. A staff member may be dedicated to one or more areas listed above to fulfill this requirement, provided that the staff member dedicated has experience in the areas for which he or she is dedicated.*

▲ **Digital Relativity meets and acknowledges this requirement.**

3.4 *The members of Vendor's team, composed of management level and key personnel proposed for this account, shall each have five (5) years of marketing related experience as defined in Section 3.1 and Section 3.3. In addition to work experience, the Vendor's management level and key personnel proposed for this account must each possess a bachelor's degree in advertising, communications, or a related field such as journalism or marketing/sales. If the Vendor substitutes staff for this account, the experience and qualification levels must be of a similar quality. The 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. This requirement does not apply to clerical staff.*

▲ **Digital Relativity acknowledges this requirement. Please refer to staff details in 3.5.**

3.5 Vendor must meet staff qualifications listed in Sections 3.3 and 3.4 as well as having adequate staff to fulfill requirements listed in Section 4 prior to bid submission. Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current resume 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. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

▲ Digital Relativity acknowledges this requirement. Following are résumés for lead team members.



Pat Strader
Founder and President

Education: B.S. in Sociology, West Virginia University

Experience and Work History: Pat founded Digital Relativity in 2010, growing it out of his previous company, Matterhorn Marketing. He has more than 18 years of professional experience in marketing working with brands to develop organic and paid search strategies, branding campaigns, marketing campaigns and social media strategies. He has been invited to speak by numerous trade and marketing associations including PubCon Las Vegas, the West Virginia Governor's Conference on Tourism, the Kentucky Department of Agriculture, the Asheville Brewers Alliance, the West Virginia Fairs & Festivals Association and the Apple Processors Association.

Responsibilities: Pat's roots are in digital marketing, but as the leader of Digital Relativity he is involved with marketing and branding strategy, media buying, digital media placement, and more. He is responsible for negotiating media buys and ensuring that all placements align with campaign goals and metrics.

QUALIFICATIONS



Carrie Nesselrode
Director of Account Services

Education: B.A. in Journalism from Marshall University

Experience and Work History: Carrie has more than 25 years of experience in marketing, communications, and advertising. She has worked for several Fortune 500 companies including GE Plastics and Fortune Brands in the home and hardware division. Carrie is experienced in strategic planning, event management, brand identities and account management.

Responsibilities: Carrie manages several accounts at Digital Relativity. She helps clients develop and execute marketing plans, and works closely with the multimedia and graphic design team to ensure that creative is on-brand.



Sarah Powell
Project Director

Education: B.S. in Business Administration (Marketing Emphasis) from West Virginia University and a Master of Business Administration from Wake Forest University

Experience and Work History: Sarah has been with Digital Relativity for over 5 years. She has over 15 years of professional experience in marketing, sales, and communications roles. Before joining Digital Relativity, she worked for the Walt Disney World Resort in Lake Buena Vista, FL, Wake Forest University and the Graylyn Estate in Winston-Salem, NC and was the Marketing Director at Burning Rock Outdoor Adventure Park in Tams, WV.

Responsibilities: Sarah is responsible for managing Digital Relativity's production schedule and ensures that all projects are on-time and in place. She handles media placement and is an account lead for a few legacy projects. She advises on content and marketing strategy and helps manage the Digital Relativity team.



Shea Higgins
Content Director

Education: B.S. in Public Relations from Marshall University

Experience and Work History: Shea has more than 10 years of experience in journalism, copywriting and public relations, including editorial positions in both television and print media, and planning and branding work for award-winning public relations campaigns. She has a diverse marketing background, including consulting positions for both small business and corporate clients.

Responsibilities: As Digital Relativity's Content Director, Shea is responsible for developing content strategy and managing strategy execution for a variety of clients. She also handles content creation and editing, copywriting, and works with a writing team to ensure that all content is published on schedule. She helps develop and execute public relations campaigns.



Matt Sanchez
Art Director

Education: B.F.A. in Art and Design (with an emphasis in Electronic Media) and a Minor in Art History from West Virginia University

Experience and Work History: Matt has over five years of experience in graphic design, motion graphics and animation, photography, and video.

Responsibilities: At Digital Relativity, Matt directs the creative team and makes sure that all creative adheres to client style and branding guidelines. He works closely with the graphics team to develop imagery that inspires and evokes action. He is a skilled videographer, editor, and animator.

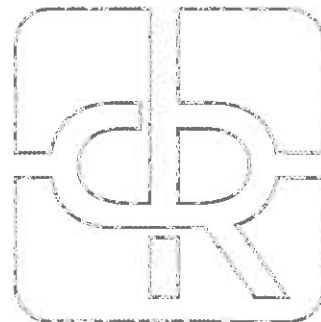


Bill Frye
Social Media and Public Relations Manager

Education: B.S. in Journalism and Master of Science in Journalism, both from the Perley Isaac Reed School of Journalism, West Virginia University

Experience and Work History: Bill has over 15 years of experience as a writer, reporter, editor, and content creator. He worked for the Beckley-Register Herald, the West Virginia Daily News, and the Weston Democrat before joining Digital Relativity.

Responsibilities: Bill crafts social and content strategies for a variety of clients, developing editorial and content calendars to execute those strategies. He manages social media for a number of clients, writes and edits copy, and helps plan and execute public relations campaigns as required.



QUALIFICATIONS

3.6 Vendor must have successfully completed at least three (3) comprehensive marketing projects less than two (2) years from the date of the bid to have included, but not limited to, media-related advertising and the subsequent buy, point-of-sale advertising and its positioning, publications, web pages, public relations endeavors, and other pertinent materials. Campaigns or projects that did not use aired or published, paid media shall not be considered as eligible for this qualification.

▲ Digital Relativity acknowledges and meets this requirement. We have completed a variety of comprehensive marketing projects for clients during the past two years, and beyond. Some of these clients include:



Wild, Wonderful West Virginia (WV Division of Tourism)

Digital Relativity has been the agency of record since May 2015. Work is all-encompassing: campaign development, graphic design (print, digital, collateral, point-of-sale creative), website design and management (GoToWV.com), content strategy and planning, media buying and placement, programmatic buying, logo design, video filming and editing, photography and more.



GoMart

Digital Relativity has been the agency of record since July of 2015. Work includes campaign development, graphic design (print, digital, collateral, point-of-sale creative), website design, tv and radio scripting, social media management, digital media placement as well as promotional planning and execution.



The Convention & Visitors Bureau of Marion County

Digital Relativity has been the agency of record since 2012, helping plan and execute marketing and advertising, including ad buys, social media, content and public relations efforts.



Visit Southern West Virginia

Digital Relativity has been a marketing partner since 2007, working on Visit Southern West Virginia's website, content marketing, social media, search engine optimization, pay-per-click advertising creative and management, annual digital marketing strategy, content strategy, responsive web development and more.

3.7 Vendor must have the ability to pledge and place commitments of advertising media on behalf of the Lottery, up to as much as \$1.5 million at any one time prior to the Lottery's reimbursement. Upon contract award, the Lottery reserves the right to review Vendor's audited financial statements for the past three (3) years.

▲ Digital Relativity can meet this requirement.

3.8 Vendor shall provide dedicated account services, creative direction, creative talent, production and technical expertise as requested by the Lottery. The Vendor must be able to assist in developing and implementing advertising and promotional campaigns, promotional activities, retailer and player information and other marketing-related services. Such services include, but are not limited to, radio, television, Internet, social media, and print advertising (including both indoor, outdoor and transit advertising), printed materials, ad hoc event logistics on a twenty four hours per day, seven days per week, three hundred sixty five days per year (24/7/365) basis, supplemental event staffing, website design and maintenance, updates and server operations, qualitative and quantitative research, development and procurement of promotional items for both retailers and players, daily pickup and delivery of any hard copy correspondence between the Lottery and Vendor at Lottery headquarters, and oversight of specific or special ad hoc projects. The Lottery shall have final approval on all Vendors staffing for advertising projects. All paid staff positions on broadcast production projects will require Lottery approval.

▲ Digital Relativity can provide these services and acknowledges these requirements. Please review case studies and work examples beginning on page 33. As some projects include confidential or proprietary information, only a sample of our work has been included in this RFQ. Additional creative and examples can be provided upon request.

REFERENCES

Amy Shuler Goodwin

Deputy Secretary of Commerce,
Commissioner of Tourism
Wild, Wonderful West Virginia
Email: Amy.S.Goodwin@wv.gov
Phone: 304.957.9355

Terry Smith

Marketing Director
GoMart Inc.
Email: tsmith@gomart.com
Phone: 304.364.8000, x1118

Leisha Elliott

Executive Director
Convention & Visitors Bureau of
Marion County
Email: leisha@marioncvb.com
Phone: 304.368.1123

Sharon Cruikshank

Executive Director
Bridge Day and the New River Gorge
Convention & Visitors Bureau
Email: sharon@newrivergorgecvb.com
Phone: 304.465.5617

QUALIFICATIONS

3.9 *Vendor must have the ability to contract with outdoor advertising agents for all West Virginia Lottery billboards containing satellite-fed jackpot signage units, as well as additional advertising units located across the State leased from various other Vendors.*

▲ **Digital Relativity understands and can meet this requirement.**

3.10 *Vendor may use subcontractors for research services, website development, website maintenance, graphic design, database management, upkeep and configuration, leasing of rack space, and firewall and other software services with the Lottery's prior approval.*

▲ **Digital Relativity acknowledges this provision.**

3.11 *Vendor must have experienced staff to be dedicated to the Lottery's account, current business strategies, and infrastructure in place upon bid submission to service the Lottery account.*

▲ **Digital Relativity currently has the staff and infrastructure in place to service the WV Lottery account.**

MANDATORY REQUIREMENTS

4.1.1 *Vendor shall counsel the Lottery and conduct research in order to make recommendations with respect to media selection, themes, copy, multi-media presentations, and brand positioning, upon the Lottery's request.*

▲ **Digital Relativity focuses on using research to drive business, marketing and advertising decisions, including campaign development, media placements and in-market strategy. Ongoing measurement is part of every project and utilizing all data sources and measurement opportunities available is invaluable for determining strategy. We acknowledge this requirement.**

4.1.2 *Vendor shall create, produce and provide a central delivery of promotional materials to be used in advertising and marketing activities for the Lottery to include but is not limited to, point-of-sale materials, promotional items, ticket dispensers, drawing equipment and other semi-permanent items and signage for use at the retailer level. The Vendor may be requested to lease storage space for such items, as necessary, upon the Lottery's behalf.*

▲ **Digital Relativity is experienced in creating a wide range of collateral, point-of-sale graphics, promotional items, signage, and other items. We acknowledge this requirement and the potential need to lease storage space.**

4.1.3 *Vendor shall develop, produce, and place advertising materials in all media including, but not limited to newspapers, web-based mediums (Internet), social media, radio, outdoor and transit mediums, as well as network and cable television broadcasts.*

▲ **Digital Relativity acknowledges this requirement. We are experienced in developing, producing and placing creative across a variety of platforms and channels. From broadcast production, to digital ads, to outdoor signage, our designs are both creative and work to meet our client's goals.**

MANDATORY REQUIREMENTS

4.1.4 *Vendor will work with Lottery on establishing media advertising and short-term, long-term and permanent signage commitments. This includes billboards, radio network advertising and long term television station commitments.*

- ▲ **Digital Relativity has extensive experience in negotiating media buys for a variety of formats including digital display, programmatic, native, print, social media, broadcast radio, spot cable, pre-roll video and network broadcast. We acknowledge and can meet this requirement.**

Media References

“ The depth of knowledge, practical experience and know-how in strategic, solution-based media planning and buying by Digital Relativity exceeds all high-watermark expectation. Pat Strader, and his team of top-shelf professionals, make keen business decisions that deliver ROI results for their portfolio of clients. It is a sincere pleasure and honor to work in “partnership” with Digital Relativity.”

Shafali Reed

Account Executive
Suddenlink Media
304-716-6775

“ Working with Digital Relativity has always been a smooth and successful process in all aspects of pre and post-sale communication and negotiations. More specifically, Pat Strader and his team communicate and demonstrate planning and preparedness within a friendly atmosphere to reach a mutually beneficial outcome. I always look forward to seeing an email or getting a phone call from Pat because I know that a friendly, creative and result-driven conversation will follow.”

Terri Mays

Senior Digital Specialist
Washington Post Digital
202-497-8930

"I have worked with Digital Relativity on many digital campaigns in the past, and I always come away impressed with their breadth of knowledge of the digital tactics available in the market place and how to get the most out of them within their budgets. Walking the line between the best rates and best performance can be a difficult balancing act, but it is one that their team does exceptionally well. During the RFP process for a new campaign I will bring a handful of options to the table, and they take the time to dig into the nuances of the various tactics and analyze each one based on how it historically performs alongside benchmarks for newer technologies to make sure it the best fit for the goals of the campaign and budget. If a line item cost is too high based on what they can expect out of it against their client's goals then they will negotiate to have that rate reduced, or in other instances have Added Value built in to ensure that those goals are met. Knowing the true value of a tactic gives them a strong position to negotiate, and they will work back with us tirelessly to make sure that the value of each tactic is in line with the cost they are getting."

Brendan Kennedy

Account Executive

MNI Targeted Media Inc., a Time Inc. company

804-638-6250

4.1.5 *All broadcast media will be placed at the local level. Upon the Lottery's request, all media placements shall be implemented within five (5) days of the request. Use of national or other third party representatives is strictly prohibited in the placement of broadcast media.*

▲ **Digital Relativity acknowledges this requirement.**

4.1.6 *Vendor shall provide thorough research of rights, trademarks and legal procurement of stock photography, musical scores and vocals, film segments and any other copy written materials to be used in the Lottery's marketing endeavors.*

▲ **Digital Relativity has experience with securing creative assets while ensuring that all rights are in place. We acknowledge this requirement.**

MANDATORY REQUIREMENTS

4.1.7 *Vendor may be required to attend one NASPL conference annually, all internal marketing meetings and any other meeting requested by the Lottery.*

▲ **Digital Relativity acknowledges this requirement.**

4.1.8 *Vendor shall 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 dedicated 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.*

▲ **Digital Relativity acknowledges and can meet this requirement.**

4.1.9 *Vendor shall provide account representatives or two (2) staff members to assist with promotional activities, whether full-time Vendor employees or qualified temporary Vendor employees, for summer fairs and festivals, retailer-based promotions, retailer rallies or special events as determined by the Lottery.*

▲ **Digital Relativity acknowledges and can meet this requirement.**

4.1.10 *The account representatives will attend monthly Lottery marketing meetings, 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. The Lottery reserves the right to visit and inspect all Vendor facilities and offices.*

▲ **Digital Relativity acknowledges and can meet this requirement.**

4.1.11 *Daily visits to the West Virginia Lottery's Headquarters must be made by personnel of the Vendor to pick up and deliver work-related materials and documents.*

▲ **Digital Relativity acknowledges this requirement.**

4.1.12 *Vendor must agree and acknowledge that its employees assigned to the Lottery account and any employee with influence or control over those employees, and his/her family members residing in the same household are restricted from wagering, winning, or participating in any racetrack video lottery or limited video lottery games, traditional games or table games regulated by the Lottery Commission. Vendor must agree to convey this restriction to its employees and management officials by obtaining from each a signed statement providing that such management officials or employees will not play, or collect any prize in, any West Virginia regulated video lottery game, traditional game, or table game and that failure of any employee or management official to comply with this restriction may result in forfeiture of any winnings, termination of the offending management official or employee, and/or termination of this contract. Upon contract award, Vendor must provide the Lottery with the signed statements of the Vendor employees, who are working or have influence on those working on the Lottery's account.*

▲ **Digital Relativity acknowledges this provision and will comply with the requirement.**

4.1.13 *Vendor must provide a detailed monthly summary, ad hoc, 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.*

▲ **Digital Relativity acknowledges and can meet this requirement.**

4.1.14 *Vendor shall provide full public relations services to be utilized on an ad hoc basis.*

▲ **Digital Relativity acknowledges and can meet this requirement.**

MANDATORY REQUIREMENTS

4.1.15 *Vendor shall provide research concerning the target consumer and retailer base, including behaviors, attitudes and opinions, upon the Lottery's request. A minimum of one baseline study and one focus group study may be conducted annually. Ad hoc research projects, including web-based surveys/polls shall be provided on an "as needed" basis. Following special events, promotions and advertising campaigns, Vendor shall conduct post-buy analysis and provide results to the Lottery in a reasonable time frame. Vendor shall conduct post-buy analysis and provide results to the Lottery in a reasonable time frame following special events, promotions and advertising campaigns. Research projects concerning the target consumer and retailer base will be subcontracted to a qualified firm selected by the Lottery based upon project research methodologies, techniques, and cost comparisons. 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. Qualified research firms shall not be considered a partner entity of the vendor.*

▲ **Digital Relativity acknowledges this requirement.**

4.1.16 *Vendor must have the ability to update web content and design, maintain and monitor the Lottery's Internet website and related services including, but not limited to, large scale data base server space for Internet-based marketing endeavors. Vendor shall coordinate with existing Vendor to guarantee continuity. Vendor shall coordinate with the Lottery and its Online System. Vendor will assure accurate information that is updated in a timely manner. Vendor will provide 24/7/365 contact person for unplanned changes or disruptions to the website, so that they may be remedied in an expedient manner. Website design, upgrades and website maintenance may be provided to the Vendor on behalf of the Lottery, at the Lottery's request.*

▲ **Digital Relativity has extensive experience designing, developing, and maintaining websites. We acknowledge and can meet these requirements.**

4.1.16.11 *The public web domain is www.wvlottery.com. The Lottery operates and manages the web site via a content manager and FTP data package. The Vendor must support and update algorithms, certain locked page designs, page designs and creation outside the scope of the content management, design of static web banner advertising space, winning numbers for draw games via RSS feed and integration, and other variations of data communication and transfer with the online gaming system vendor and the Lottery. The Lottery owns all rights and content on this web domain. The Vendor must work with the Lottery to ensure that current and future applications and processes are easily transferable to any subsequent Vendor.*

▲ **Digital Relativity acknowledges this requirement.**

4.1.17 *Vendor shall provide the continued graphic development, data transfer and website maintenance of the Lottery's Internet web site and the leasing of server space and related software. Vendor shall also provide the leasing of any additional web-based programs and increased server space for database management, which may include, but not be limited to, the West Virginia Lottery Players' Circle, retailer data access, and interactive promotions such as second chance drawings, at the Lottery's direction. Vendor is required to adapt to the lottery industry changes, selling processes, and marketing strategies.*

▲ **Digital Relativity acknowledges and can meet this requirement.**

4.1.18 *Vendor must possess licensed software to edit and view graphic and other necessary files between the Vendor and the Lottery.*

▲ **Digital Relativity meets this requirement.**

4.1.18.1 *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 or an equal program and the ability to work with both Macintosh and PC formats.*

▲ **Digital Relativity acknowledges this requirement. Our team is well-versed in Adobe Creative Suite programs, including Adobe Illustrator CC 2017, Adobe InDesign CC 2017, Adobe Photoshop CC 2017, Adobe Premiere CC 2017, Adobe Aftereffects CC 2017, Adobe Lightroom and Final Cut Pro X.**

MANDATORY REQUIREMENTS

4.1.19 *Vendor, or a contracted production company, shall provide talent for all radio, television, and media productions. 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.*

▲ **Digital Relativity acknowledges and can meet this requirement.**

4.1.20 *All contracts, papers, correspondence, copy, books, accounts, and other information in the Vendor's care relating to the business of the Lottery shall be open to inspection and examination by an authorized representative of the Lottery at all reasonable times, as well as expenses incurred by the Vendor.*

▲ **Digital Relativity acknowledges this requirement.**

4.1.20.1 *All contracts, papers, correspondence, copy, books, accounts, and other information in the Vendor's care relating to the business of the Lottery shall be open to inspection and examination by an authorized representative of the Lottery at all reasonable times, as well as expenses incurred by the Vendor.*

▲ **Digital Relativity acknowledges this requirement.**

4.2 *All layouts, sketches, art work, computer images 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.*

▲ **Digital Relativity acknowledges this requirement.**

4.3 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.

▲ Digital Relativity acknowledges this requirement.

4.4 Vendor must have the ability to accept data electronically, and from disk, USB drive, CD, CDR, CDRW, DVD, DVDR, DVDRW or tape. E-mail capabilities with file transfer (both Macintosh and PC) must be provided by the Vendor.

▲ Digital Relativity acknowledges and can fulfill this requirement.

4.5 Vendor shall see that the Lottery receives 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 shall conduct post audits and require refunds for advertising not aired or placed according to the buy. Any obligatory correction or replacement of inventory must be authorized by the Lottery. Vendor shall make available to the Lottery copies of all invoices, including broadcast affidavits.

▲ Digital Relativity acknowledges this requirement.

4.6 The Vendor's payment processing shall be included in the Vendor's hourly rate for Account Management on the Pricing Page (Exhibit A). Invoice statement(s) for services and/or materials provided to the Vendor on behalf of the Lottery must be approved by the Lottery. Vendor shall submit all invoices to the Lottery on a monthly basis. The Lottery may request invoice statement(s) outside of the monthly billing to ensure timely payment. Upon receiving the Lottery's approval of the invoice statement(s), the Vendor shall issue respective payment(s) for the services and/or materials within the specified invoice payment due date or within fourteen (14) business days of the approved invoice, whichever period is shorter.

▲ Digital Relativity acknowledges and can fulfill this requirement.

MANDATORY REQUIREMENTS

4.7 *Vendor must provide proof of payment of all invoices, including any third party that was used to provide production services or materials for the Lottery's account. Such proof shall be made available to the Lottery for audit once per month, or upon request.*

▲ **Digital Relativity acknowledges and can fulfill this requirement.**

4.8 *Vendor must work with the Lottery's marketing department to determine the proper time schedule in which all advertising and promotions are to take place. The Lottery shall 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 for payment shall not be compensated by the Lottery.*

▲ **Digital Relativity acknowledges and can meet this requirement.**

4.9 *Vendor shall obtain competitive bids or cost estimates for all products and services procured on behalf of the Lottery. A minimum of three (3) detailed bids or cost estimates from three (3) different subcontractors shall be presented for the Lottery's review on all procurements of 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.*

▲ **Digital Relativity acknowledges and can meet this requirement.**

CONTRACT AWARD

5.1 CONTRACT AWARD: *The Contract is intended to provide Lottery with a purchase price for all Contract Services. The Contract shall be awarded to the Vendor that provides Contract Services meeting the required specifications for the lowest TOTAL BID AMOUNT as shown on the Pricing Page.*

▲ **Digital Relativity acknowledges this requirement.**

5.2 PRICING PAGE: *Vendor should complete the Pricing Page (Exhibit A) by calculating the TOTAL FISCAL YEAR COST FOR VENDOR SERVICES. The Vendor shall provide an hourly rate for the services listed on the Pricing Page (Exhibit A). The Vendor must provide the hourly rate for each CONTRACT SERVICE (1-20). The hours listed on the Pricing Page (Exhibit A) are estimates only and may be adjusted on a monthly basis with prior approval of the Lottery. The Vendor should complete the Pricing Page (Exhibit A) in full as failure to complete may result in Vendor's bid being disqualified.*

▲ **Please refer to the Pricing Page (Exhibit A) on page 50.**

5.3 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. The hourly rate must include all costs necessary to fulfill requirements described in this RFQ, 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 5.3.1, 5.3.2, and 5.3.3, as Vendor will be responsible for all costs listed and may not invoice Lottery separately for these costs.*

▲ **Digital Relativity acknowledges and can fulfill this requirement.**

CONTRACT AWARD

5.3.1 *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.*

▲ **Digital Relativity acknowledges this requirement.**

5.3.2 *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.*

▲ **Digital Relativity acknowledges this requirement.**

5.3.3 *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 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.*

▲ **Digital Relativity acknowledges this requirement.**

5.4 *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.*

▲ **Digital Relativity acknowledges this requirement.**

5.5 *The Lottery will reimburse Vendor for third party commodities and/ or services at Vendor's net cost, with no additional mark up. Media placements will be reimbursed at net cost only, with no mark up. Any services or materials provided to the Vendor on behalf of the Lottery shall be approved and reimbursed without any additional mark up. Public service announcements are not subject to media charges.*

▲ **Digital Relativity acknowledges this requirement.**

PERFORMANCE

6 *The Lottery will reimburse Vendor for third party commodities and/or services at Vendor's net cost, with no additional mark up. Media placements will be reimbursed at net cost only, with no mark up. Any services or materials provided to the Vendor on behalf of the Lottery shall be approved and reimbursed without any additional mark up. Public service announcements are not subject to media charges.*

▲ **Digital Relativity acknowledges this requirement.**

6.1 *Vendor must have prior written authorization from the Lottery Director, the Director's designee or the Lottery Marketing 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.*

▲ **Digital Relativity acknowledges this requirement.**

6.2 *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 by the Lottery and the Vendor. Detailed payment information is located in Section 7.*

▲ **Digital Relativity acknowledges this requirement.**

PAYMENT

7 PAYMENT: *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 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.*

▲ Digital Relativity acknowledges this requirement.

7.1 *The Lottery must approve ALL invoices. Upon receiving the Lottery's approval of the invoiced statement, Vendor shall make payment on the Lottery's behalf within the specified invoice payment due date or fourteen (14) business days, whichever time period is shorter. Vendor shall submit invoices on a monthly basis. Invoices may be requested by the Lottery outside of the monthly billing. There shall not be an additional markup on media, production or any other services provided by outside entities. 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.*

▲ Digital Relativity acknowledges this requirement.

7.2 *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. If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Lottery with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. State law forbids payment of invoices prior to receipt of services.*

▲ Digital Relativity acknowledges this requirement.

TRAVEL

8 *Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.*

▲ **Digital Relativity acknowledges this requirement.**

FACILITIES ACCESS

- 9 *FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to the Lottery's facilities. In the event that access cards and/or keys are required:*
 - 9.1 *Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.*
 - 9.2 *Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.*
 - 9.3 *Vendor shall notify the Lottery immediately of any lost, stolen, or missing card or key.*
 - 9.4 *Anyone performing under this Contract will be subject to the Lottery's security protocol and procedures which will be provided to Vendor upon contract award.*
 - 9.5 *Vendor shall inform all staff of the Lottery's security protocol and procedures.*

- ▲ *Digital Relativity acknowledges this requirement.*

VENDOR DEFAULT

- 10.1 *The following shall be considered a vendor default under this Contract.*
 - 10.1.1 *Failure to perform Contract Services in accordance with the requirements contained herein.*
 - 10.1.2 *Failure to comply with other specifications and requirements contained herein.*
 - 10.1.3 *Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.*
 - 10.1.4 *Failure to remedy deficient performance upon request.*
- 10.2 *Vendor shall inform all staff of the Lottery's security protocol and procedures.*
 - 10.2.1 *Immediate Cancellation of the Contract.*
 - 10.2.2 *Immediate Cancellation of one or more release orders issued under this Contract.*
 - 10.2.3 *Any other remedies available in law or equity.*
 - ▶ **Digital Relativity acknowledges this provision.**

LIQUIDATED DAMAGES

- 11** *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 Quotation, or at any time during the course of possible 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: Failure to respond to a request for on-site staff within the specified sixty (60) minute timeframe requirement: \$350 per incident per requested person.

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.

Failure to comply with the Covenant Related to Purchasing Lottery Tickets (Section 4.9): Amount equal to the cash value of the prize won.

Failure to meet documented deadlines due to carelessness or poor planning on the part of the Vendor: \$500 per day, per occurrence.

Failure to make payments on the Lottery's behalf within the specified invoice payment due date or fourteen (14) business days, whichever time period is shorter, upon receiving the West Virginia Lottery's approval of the invoiced statement: \$50 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 RFQ, 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.

▲ **Digital Relativity acknowledges this provision.**

CONTRACT MANAGER

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

▲ **Contract Manager: Carrie Nesselrode**
Telephone Number: 304-916-0592
Fax Number: 304-608-2119
Email Address: carrie@digitalrelativity.com

CASE STUDY

GOMART

Our work with GoMart began by analyzing research on the brand, customer demographics and behaviors. This information was used to develop tools and tactics to address GoMart's key campaign goal to appeal to a younger demographic.

To grow and expand GoMart's reach, we needed to make this convenience store brand more engaging. We rolled out new elements that built on their brand to create more consistency and richer content opportunities. Then we created campaigns that strategically partnered with other brands to broaden and deepen GoMart's appeal.



Revised Mascot

Facebook Cover



Win a Batman v Superman Prize Package!

Enter to win 1 of our 4 Batman v Superman: Dawn of Justice prize packages!*

- \$25 Fandango Gift Card
- 2 12pk of Dr. Pepper
- Batman v. Superman Dr. Pepper Hat
- Batman v. Superman Cereal
- and \$100 worth of other fun items



Just fill out the form to enter. We draw the winners Monday!

Enter to Win

It's Me, Marty

Allow me to introduce myself to all of you folks out there. My name is Marty. I am the spokesperson for GoMart.

Why a gopher you might ask? Well for one, I work fairly cheap. Yeah, GoMart mostly pays me with Red Bull or those yummy Starbucks Coffee drinks (I LOVE CAFFEINE WHOOOOOO HOOOOOO!!!)

OK, OK I'm calming down. The second reason GoMart chose me is I'm a Gopher.

Email Newsletter



In two months, all the Christmas hoopla will be done. Starting on November 1st YOU can add your name to Santa's List with the 2016 Naughty or Nice swee spstake! Watch for how to register to win! #GoMart



Social Media Ad



Bridge Day Shirt



KEY CAMPAIGN SUCCESSES:

Branding

Marty

Our first step to creating more engaging content was to tie things together with Marty, a revival of GoMart's old gopher mascot. The vintage throwback was nostalgic for older customers, and playfully engaging for new customers. A partnering agency redesigned Marty for the modern day, but we saw his full potential, and gave the little guy the support he needed to be a real driver of the brand. Our design team created different versions of Marty to tailor to individual campaigns, fleshing out his look with a solid go-get-'em personality. He's not just the spokesgopher, he's a memorable representative of the things people identify

Marty allowed us to streamline the social media editorial calendar to be more efficient. We're generating the same engagement, with roughly 1/4 of the posts.

We've also seen

1,300+
NEW PAGE LIKES

MartyMail email has an astounding
75% CONVERSION
RATE

WV targeting

To increase GoMart's connection to West Virginia (a key piece of their brand positioning):

- ▲ GoMart offered a Mantrip contest for home WVU football games
 - ▲ Digital ads: 920,025 impressions, 11,891 clicks, 1.28% CTR and \$.26 CPC
 - ▲ 120,842 social reach
 - ▲ 408 new page likes
- ▲ GoMart was a sponsor of WV's largest 1-day festival, Bridge Day. The booth at the festival generated 1,000+ Mantrip entries, and engaged attendees with custom cornhole games and other brand-strengthening creative.

CASE STUDY

GOMART

Deepening content & engagement campaigns

Go To the Movies

While the rewards program was going through testing, we created a “Go to the Movies” campaign to build more brand awareness, partnering with brands GoMart carries in-store to create prize packages for highly-anticipated movie releases. The promotion, which ran for 6 months, paid for itself through those partnerships.

880,875 Total
social media reach

5,000
page views

2,874
entries

Digital ads: 1,354,256 impressions, 5,050 clicks, .37% CTR and \$.50 CPC



Marty's Movie Review Blog



Gas Pump Extender



Postcard Print



Social Media Ad



Sponsor Postcard Print

CASE STUDY

GOMART

Deepening content & engagement campaigns

Naughty or Nice Contest

When we took over the GoMart account, the Naughty or Nice campaign was one of the successes implemented by the previous agency. The goal was to increase the email database in advance of the upcoming rewards program launch. The campaign ran about a month and a half, and we made some updates to increase the results.

- ▲ We noticed several of the entries from the launch year were far outside the GoMart area, automated sweepstakes entries, or repeat entrants. Instead of focusing on just boosting the number of entries, we honed in on gathering more qualified leads. We had **9,926 qualified entries**— only slightly lower overall than the previous year, but with significantly more usable contacts overall than the previous year.
- ▲ We created custom URLs for prize partners, and shared promotional materials with them so they could activate their fan bases, too, significantly expanding our social reach beyond our page's average without monetary investment. The landing page had **15,000 views**. The social page had a **total reach of 82,091**, with an engagement rate of 5.07%.
- ▲ We uncovered some unique trends that drove our prize packages for 2016: in our strongest age ranges, 'nice' prizes were more popular across-the-board, while younger entrants selected both sides more evenly. We also added the ability to choose your individual prize package, so we could track their popularity to guide next year's partnerships.



gomart[®]

Store Hanger

**Naughty
OR
Nice**

Tell Santa what you want at
GOMART.COM
sign up today!

gomart

**Naughty
OR
Nice**

WANT TO WIN THE
FAMILY FUN PRIZE?

TELL SANTA NOW

Digital Ads

**Naughty
OR
Nice**

**SPORTS MANIAC
PRIZE PACKAGE**
worth \$1,000

What to expect on the SportsManiac® SportsManiac® Prize Package? Family fun for all! Includes a \$1,000 prize package for the SportsManiac® Prize Package. Includes a \$1,000 prize package for the SportsManiac® Prize Package. Includes a \$1,000 prize package for the SportsManiac® Prize Package. Includes a \$1,000 prize package for the SportsManiac® Prize Package. Includes a \$1,000 prize package for the SportsManiac® Prize Package.

ENTER TODAY! GOMART.COM

gomart

Gas Pump Topper

CASE STUDY

THE CONVENTION & VISITORS BUREAU OF MARION COUNTY

Digital Relativity has been the agency of record since 2012, providing guidance on all marketing and advertising, including ad buys, social media, content and PR efforts

Italy in Appalachia campaign:

"We had more appointments and booth visits than ever"

It started with a booth name, and became our highest-performing campaign. At a top East Coast trade show, we identified a key opportunity for media impressions and partnerships. We redesigned Marion County's show materials to highlight their Italian culture— drawing not only on their unique, distinct Italian heritage events and dining, but also the old-world, family-centric culture that underlies much of Marion's unique character.

Print Ads

Visitor Guide



Rack Card



"We filled up slots before the event even started," CVB director Leisha Elliott said. "We'd always done shows, but it was the first time we really saw that. The brochure and handouts really stood out compared to everyone else's, too. The best part was the full press toolkit for afterward. We built on the traction from the shows in ways we hadn't thought of before."

Website



CASE STUDY

THE CONVENTION & VISITORS BUREAU OF MARION COUNTY

KEY CONCEPTS:

North Central West Virginia-themed itineraries

Because visitors are not generally aware of county borders, we created regional itineraries across North Central WV. We drew interest to the most popular attractions from the entire county and region, but made Marion County the natural fulcrum of the trips, and highlighted its lodging and dining along the journey.

Pepperoni rolls

Food travel targeting focuses on Marion's old-time flavor, moonshine, unique hot dog culture and most notably pepperoni rolls, created by an Italian innovator. The history of WV's state food consistently draws interest, so we've showcased the "home of the pepperoni roll" in unique ways: content, recipes, contests, tastings, nostalgic interviews with prominent West Virginians and even viral April Fools Day pranks, during which sessions to the site tripled.

KEY CAMPAIGN SUCCESSES:

- ▲ Increased Visitor Guide requests every year
- ▲ Development of new market opportunities as traffic has surged from New York City in response to the Italy in Appalachia content pieces.

5,700
WEB VISITORS

during 2-month 'Game day' digital and social media campaign, encouraging WVU football travelers to stop (games are 30 minutes from Marion County)

94,016
WEBSITE SESSIONS

in the last year from design and management of full SEO and pay-per-click strategies, including retargeting ads

41,258
VIDEO VIEWS

on social media for promotional videos we filmed and edited

MORE THAN 248% INCREASE IN SITE VISITS
TO MARIONCVB.COM, WHICH WE DESIGNED & DEVELOPED

CASE STUDY

VISIT SOUTHERN WEST VIRGINIA NATIONAL PARKS CAMPAIGN

Marketing partner of Visit SWV since 2007, and digital lead on National Parks campaign.

Website





DIGITAL OUTREACH

When a study found that most visitors to the region's 3 National Rivers didn't know they were in National Parks— but that they would have visited sooner if they had— we joined forces with several organizations for an awareness campaign.

The National Parks Service management office in southern West Virginia got special permission to bring the 3 parks under one umbrella using the prestigious "National Parks" name. Collaborating with the National Parks, another partner agency and Visit Southern West Virginia, we launched the "National Parks of Southern West Virginia" campaign, leading site development and the content plan, including videos and commercials.

Because of the success of the National Parks outreach, we're building on the campaign to promote all of the region's parks, including state and local parks.

KEY SUCCESSSES:

SITE TRAFFIC

Since May 2016,
www.nationalparksofswv.com has received
78,647 SESSIONS
WITH **133,944 PAGEVIEWS.**

SOCIAL MEDIA AND CONTENT

A social campaign led to 2,388 guide request conversions from Facebook alone, with a 3.42% click-through rate.

Our National Parks campaign intro video earned
35,095 views, with 499 shares.

ADDITIONAL PRODUCTION EXAMPLES

Video Screenshots



The Digital Relativity team has produced a variety of video and radio spots for partners. Creative can be provided upon request.

ADDITIONAL DESIGN EXAMPLES

Websites



Who's Drinking Bridge Brew Works?

FOLLOW ON LINKEDIN



Connor Splich
Co-Founder
The Dan Glen Dubbel



dejenah
Co-Founder
Hornius Lupulus

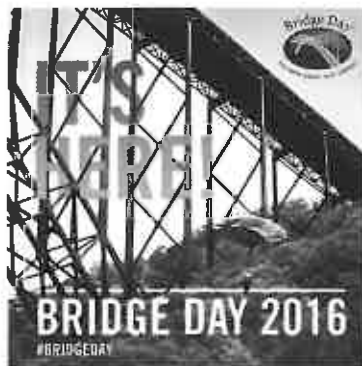
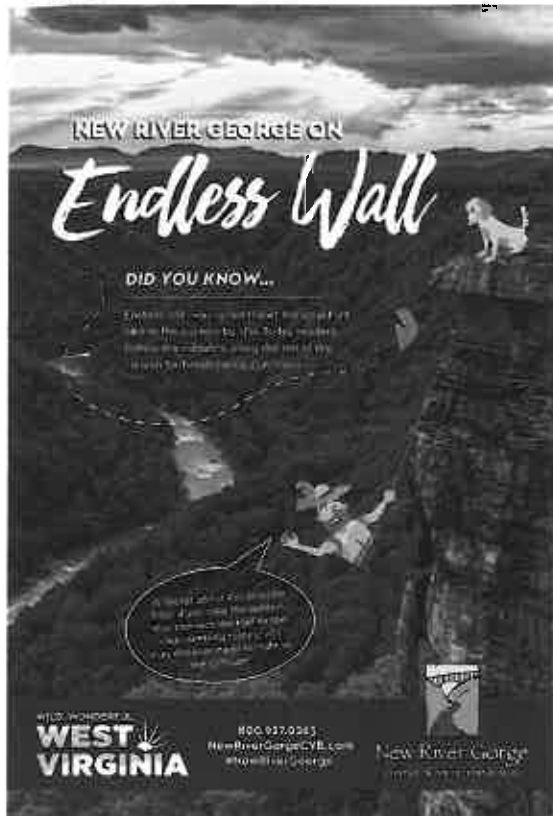


Jkweider
Co-Founder
Peregrine Porter



ADDITIONAL DESIGN EXAMPLES

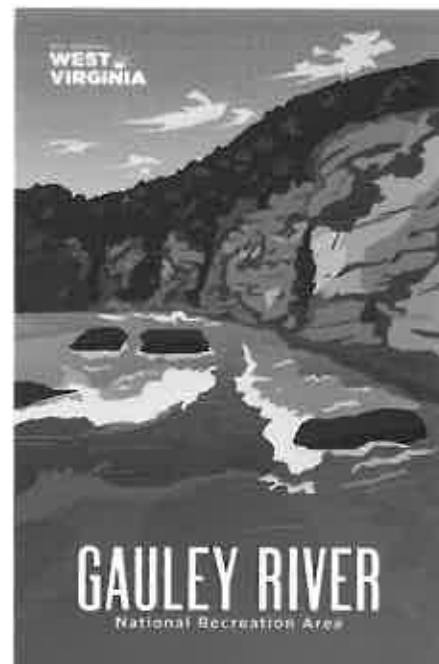
Print Ads



Social Ad



Rack Card



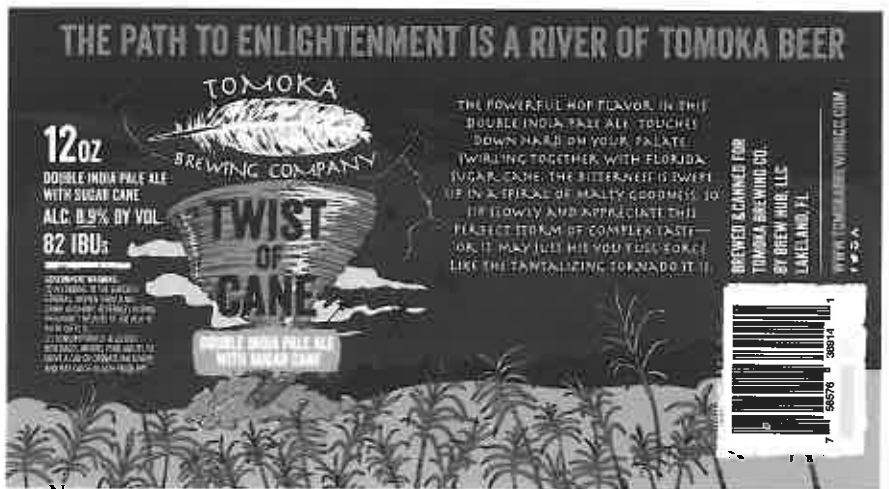
Poster

Logos

WILD, WONDERFUL
WEST VIRGINIA



Can Labels



Apparel



Apparel

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

Patrick J. Strader FOUNDER PRESIDENT
(Name, Title)
PATRICK J. STRADER - FOUNDER PRESIDENT
(Printed Name and Title)
129 S. COURT ST. UNIT B FAYETTEVILLE, WV 25840
(Address)
304-397-8643 - 304-608-2119
(Phone Number) / (Fax Number)
pat@digitalrelativity.com
(email address)

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

DIGITAL RELATIVITY
(Company)

Patrick J. Strader FOUNDER PRESIDENT
(Authorized Signature) (Representative Name, Title)

PATRICK J. STRADER FOUNDER PRESIDENT
(Printed Name and Title of Authorized Representative)

12/5/16
(Date)

304-397-8643 - 304-608-2119
(Phone Number) (Fax Number)

EXHIBIT A : PRICING PAGE

50

A. CATEGORY	CONTRACT SERVICES	Unit of Measure	ESTIMATED HOURS	VENDOR'S HOURLY	TOTAL ANNUAL
			(BASED ON HOURS IN FY 2016)	RATE	COSTS
ACCOUNT MANAGEMENT	1. Account Services	Hour(s)	1000	60	60,000
	2. General Account Management	Hour(s)	500	50	25,000
	3. Public Relations	Hour(s)	40	50	2,000
	4. Research Services	Hour(s)	40	50	2,000
MEDIA	5. Media Planning and Buying	Hour(s)	400	60	24,000
	6. Radio	Hour(s)	200	55	11,000
	7. Television	Hour(s)	300	55	16,500
	8. Newspaper	Hour(s)	100	40	4,000
	9. Outdoor Ads	Hour(s)	80	40	3,200
CREATIVE	10. Illust/Layout/Design and Copywriting Adv.	Hour(s)	800	60	48,000
	11. Creative/Art Direction or Planning	Hour(s)	500	60	30,000
	12. Computer Graphics	Hour(s)	100	60	6,000
DIGITAL	13. Web Site Development and Maintenance	Hour(s)	300	50	15,000
	14. Web Hosting & Domain	Hour(s)	100	50	5,000
PRODUCTION	15. Printing	Hour(s)	200	50	10,000
	16. Film Production	Hour(s)	1000	50	50,000
	17. Audio Production	Hour(s)	400	50	20,000
	18. Music Rights/ Trademark	Hour(s)	5	50	250
PROMOTIONS	19. Sponsorships- Collegiate/ Fairs & Festivals	Hour(s)	35	40	1,400
	20. Marketing Supplies and Promotions	Hour(s)	200	40	8,000
TOTAL FISCAL YEAR COST FOR VENDOR SERVICES (1-20):			\$ 341,350	6300	

The sum of ESTIMATED HOURS (CONTRACT SERVICES 1-20) IS 6300 HOURS. The quantities shown are estimates only and may be more or less.

B. Media Buying Add-on:

All Vendors responding to this RFQ must provide a percentage of add-on media buying activities (not to exceed 5%). This percentage will be multiplied by \$2,500,000.

Vendor's Add-on for media buying is

TOTAL MEDIA ADD-ON COST	1%	2,500,000	25,000
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C. TOTAL BID AMOUNT:

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

\$ 366,350.00





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2016

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

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

PRODUCER		CONTACT NAME: Jenney Wilson	
Curtis Miller Insurance Agency, Inc.		PHONE (A/C, No, Ext): 304-485-6431	FAX (A/C, No): 304-485-8139
1800 Blizzard Drive		E-MAIL ADDRESS: jenney@curtismlerins.com	
Parkersburg WV 25101		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Hartford	NAIC # 11000
INSURED		INSURER B:	
Digital Relativity LLC		INSURER C:	
129 South Court Street		INSURER D:	
Unit B		INSURER E:	
Fayetteville WV 25840		INSURER F:	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		40SBAIW0896	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC OTHER:					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		40SBAIW0896	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	40WBCVP8641	03/28/2016	03/28/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	FailSAFE Mega Technology Errors or Omissions Liability		40SBAIW0896	06/01/2016	06/01/2017	Each Occurrence \$ 300,000 Aggregate \$ 300,000

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

CERTIFICATE HOLDER	CANCELLATION
West Virginia Lottery	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
900 Pennsylvania Avenue	
Charleston WV 25302	AUTHORIZED REPRESENTATIVE <i>Jenney Wilson</i>

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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: DIGITAL RELATIVITY

Authorized Signature: [Signature] Date: 12/5/16

State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 5th day of December, 2016.

My Commission expires December 19, 2022.



NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 08/01/2015)

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: DIGITAL RELATIVITY, LLC

Signed: 

Date: 12/5/16

Title: FOUNDER / PRESIDENT

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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.

DIGITAL RELATIVITY

Company



Authorized Signature

12/5/16

Date

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



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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 250649

Doc Description: RFQ - MARKETING & ADVERTISING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-25	2016-12-07 13:30:00	CRFQ 0705 LOT1700000002	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN # 900638435

DATE 12/5/16

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



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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 250649

Doc Description: ADDENDUM NO. 1 - MARKETING & ADVERTISING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-16	2016-12-07 13:30:00	CRFQ 0705 LOT1700000002	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN # 900638435

DATE 12/5/16

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



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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 250649

Doc Description: ADDENDUM NO. 2 - MARKETING & ADVERTISING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-30	2016-12-07 13:30:00	CRFQ 0705 LOT1700000002	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR:

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers

(304) 558-2063

michelle.l.childers@wv.gov

Signature X

FEIN #

900638435

DATE

12/5/16

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

EXHIBIT A : PRICING PAGE

A.

CATEGORY	CONTRACT SERVICES	Unit of Measure	ESTIMATED HOURS (BASED ON HOURS IN FY 2016)	VENDOR'S HOURLY RATE	TOTAL ANNUAL COSTS
ACCOUNT MANAGEMENT	1. Account Services	Hour(s)	1000	60	60,000
	2. General Account Management	Hour(s)	500	50	25,000
	3. Public Relations	Hour(s)	40	50	2,000
	4. Research Services	Hour(s)	40	50	2,000
MEDIA	5. Media Planning and Buying	Hour(s)	400	60	24,000
	6. Radio	Hour(s)	200	55	11,000
	7. Television	Hour(s)	300	55	16,500
	8. Newspaper	Hour(s)	100	40	4,000
	9. Outdoor Ads	Hour(s)	80	40	3,200
CREATIVE	10. Illust/Layout/Design and Copywriting Adv.	Hour(s)	800	60	48,000
	11. Creative/Art Direction or Planning	Hour(s)	500	60	30,000
	12. Computer Graphics	Hour(s)	100	60	6,000
DIGITAL	13. Web Site Development and Maintenance	Hour(s)	300	50	15,000
	14. Web Hosting & Domain	Hour(s)	100	50	5,000
PRODUCTION	15. Printing	Hour(s)	200	50	10,000
	16. Film Production	Hour(s)	1000	50	50,000
	17. Audio Production	Hour(s)	400	50	20,000
	18. Music Rights/ Trademark	Hour(s)	5	50	250
PROMOTIONS	19. Sponsorships- Collegiate/ Fairs & Festivals	Hour(s)	35	40	1,400
	20. Marketing Supplies and Promotions	Hour(s)	200	40	8,000
TOTAL FISCAL YEAR COST FOR VENDOR SERVICES (1-20):			\$ 341,350	6300	

50

The sum of ESTIMATED HOURS (CONTRACT SERVICES 1-20) IS 6300 HOURS. The quantities shown are estimates only and may be more or less.

B. Media Buying Add-on:

All Vendors responding to this RFQ must provide a percentage of add-on media buying activities (not to exceed 5%). This percentage will be multiplied by \$2,500,000.

Vendor's Add-on for media buying is

TOTAL MEDIA ADD-ON COST	1%	2,500,000	25,000
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C. TOTAL BID AMOUNT:

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

\$ 366,350.00





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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 250649

Doc Description: RFQ - MARKETING & ADVERTISING SERVICES


Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
2016-10-25	2016-12-07 13:30:00	CRFQ 0705 LOT1700000002	1

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

VENDOR
 Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER
 Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X  FEIN # 900638435 DATE 12/5/16
 All offers subject to all terms and conditions contained in this solicitation



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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 250649

Doc Description: ADDENDUM NO. 1 - MARKETING & ADVERTISING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-16	2016-12-07 13:30:00	CRFQ 0705 LOT1700000002	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN # 900638435

DATE 12/5/16

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

ADDITIONAL INFORMATION

Addendum

Addendum No. 1 issued to publish and distribute attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish an open-end contract to provide the Lottery with marketing services including, but not limited to, advertising, public relations, website development and maintenance, promotional event management, retailer point-of-sale materials, research, novelty items, and any other advertising service or commodity requested by the Lottery.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ADVERTISING SERVICES	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :
VENDOR SHOULD COMPLETE EXHIBIT A PRICE SHEET AND SUBMIT WITH BID.



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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 250649

Doc Description: ADDENDUM NO. 2 - MARKETING & ADVERTISING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-30	2016-12-07 13:30:00	CRFQ 0705 LOT1700000002	3

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

VENDOR
 Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER
 Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature  FEIN # 900638435 DATE 12/5/16

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

ADDITIONAL INFORMATION

Addendum

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INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE		PURCHASING	
LOTTERY		LOTTERY	
PO BOX 2067		900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ADVERTISING SERVICES	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

VENDOR SHOULD COMPLETE EXHIBIT A PRICE SHEET AND SUBMIT WITH BID.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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.

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(Check the box next to each addendum received)

- | | |
|--|--|
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| <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.

DIGITAL RELATIVITY

Company



Authorized Signature

12/5/16

Date

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

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

Patrick J. Strader FOUNDER PRESIDENT
 (Name, Title)
PATRICK J. STRADER - FOUNDER PRESIDENT
 (Printed Name and Title)
129 S. COURT ST. UNIT B FAYETTEVILLE, WV 25840
 (Address)
304-397-8643 - 304-608-2119
 (Phone Number) / (Fax Number)
pat@digitalrelativity.com
 (email address)

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

DIGITAL RELATIVITY
 (Company)
Patrick J. Strader FOUNDER PRESIDENT
 (Authorized Signature) (Representative Name, Title)
PATRICK J. STRADER FOUNDER PRESIDENT
 (Printed Name and Title of Authorized Representative)
12/5/16
 (Date)
304-397-8643 - 304-608-2119
 (Phone Number) (Fax Number)

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: DIGITAL RELATIVITY, LLC

Signed: *Patricia Strace*

Date: 12/5/16

Title: FOUNDER / PRESIDENT

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: DIGITAL RELATIVITY

Authorized Signature: [Signature] Date: 12/5/16

State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 5th day of December, 2016.

My Commission expires December 19, 2022.



NOTARY PUBLIC Lori A. McKinney
Purchasing Affidavit (Revised 08/01/2015)