



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

6/14/2013

Sealed Bid Enclosed:

RFQ #: LOT 499
Buyer: Connie Oswald
Bid Opening Date: 6/18/2013
Bid Opening Time: 1:30PM
Fax #: 502 815 3512

Connie,

On behalf of our team at Doe-Anderson, we thank West Virginia for allowing us to provide the attached RFQ.


We have completed the bid process to the best of our ability. All documents requested for completion are enclosed within.

Moreover, we addressed the RFQ as if it were an RFP. Included within are Doe-Anderson responses from 3.1 – 12.1 of the bidder document. We understand that this may exceed the responsibilities outlined in the bid process. That said, we felt it important to provide your team with complete documentation of our capabilities.

Again, we thank you for your consideration of our quotation.

We look forward to beginning working with the Lottery team as of July 1, 2013.

Sincerely,



Michael Littman
SVP, Chief Marketing Officer

mlittman@doeanderson.com

(W) 502 589-1700
(D) 502 815-3350
(C) 502 541-4454
(F) 502 815 -3650

06/17/13 09:39:48 AM
West Virginia Purchasing Division



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

Solicitation

NUMBER
LOT499

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

VENDOR

*713132643 502-815-3512
 DOE ANDERSON INC
 620 WEST MAIN ST
 LOUISVILLE KY 40202

SHIP TO

WEST VIRGINIA LOTTERY
 900 PENNSYLVANIA AVE
 CHARLESTON, WV
 25302 304-558-0500

DATE PRINTED
05/14/2013

BID OPENING DATE: 06/18/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	915-03	<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY, THE WEST VIRGINIA LOTTERY REQUEST A QUOTE TO PROVIDE AN OPEN-END CONTRACT FOR MARKETING SERVICES AND RELATED SERVICES AS INDICATED IN THE SPECIFICATIONS PER THE ATTACHED INSTRUCTIONS TO BIDDERS, TERMS & CONDITIONS AND SPECIFICATIONS PROVIDED.</p> <p>MANDATORY PRE-BID: MAY 29, 2013 AT 1:00 PM WEST VIRGINIA LOTTERY HEADQUARTERS</p> <p>BID OPENING: JUNE 18, 2013 AT 1:30 PM WEST VIRGINIA PURCHASING DIVISION</p> <p>SEE THE ATTACHED INSTRUCTIONS TO BIDDERS FOR LOCATIONS, TIMES, ETC.</p> <p>ALL CORRESPONDENCE SHALL BE DIRECTED TO THE BUYER AS INDICATED IN THE SOLICITATION.</p> <p>MARKETING SERVICES FOR THE WEST VIRGINIA LOTTERY</p> <p>TO INCLUDE, 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.</p>		

SIGNATURE <i>[Signature]</i>	TELEPHONE (502) 589-1700	DATE 6/16/13
TITLE President: CEO	FEIN 61-0525990	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Doe Anderson, Inc.
of 620 West Main Street, Louisville, KY, as Principal, and The Cincinnati Insurance Company
of Cincinnati, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Fairfield, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Marketing Services for West Virginia Lottery

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
18th day of June, 2013.

Principal Corporate Seal

Doe Anderson, Inc.
(Name of Principal)

By [Signature]
(Must be President or
Vice President)

Todd Spencer, President & CEO
(Title)

Surety Corporate Seal



The Cincinnati Insurance Company
(Name of Surety)

By: [Signature]
Ruth Ann Herzog Attorney-In-Fact

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint: Ruth Ann Herzog its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, at any place within the United States, the following surety bond:

Surety Bond Number: Bid Bond
Principal: Doe Anderson, Inc.
Obligee: State of West Virginia Purchasing Division

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.

THE CINCINNATI INSURANCE COMPANY



STATE OF OHIO } ss:
COUNTY OF BUTLER }

Handwritten signature of Thomas H. Kelly

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Handwritten signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 18th day of June, 2013.



Handwritten signature of Gregory J. Schlemmer

Secretary



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

Solicitation

NUMBER
LOT499

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

V E N D O R	*713132643	502-815-3512
	DOE ANDERSON INC	
	620 WEST MAIN ST	
	LOUISVILLE KY 40202	

S H I P T O	WEST VIRGINIA LOTTERY	
	900 PENNSYLVANIA AVE	
	CHARLESTON, WV	
	25302	304-558-0500

DATE PRINTED

05/14/2013

BID OPENING DATE:

06/18/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS AND TERMS & CONDITIONS.						
***** THIS IS THE END OF RFQ LOT499 ***** TOTAL: _____						

SIGNATURE <i>[Signature]</i>	TELEPHONE (502) 589-1700	DATE 6/16/13
TITLE President: CEO	FEIN 61-052 5990	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Solicitation

NUMBER
LOT499

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

*713132643 502-815-3512
 VENDOR
 DOE ANDERSON INC
 620 WEST MAIN ST
 LOUISVILLE KY 40202

SHIP TO
 WEST VIRGINIA LOTTERY
 900 PENNSYLVANIA AVE
 CHARLESTON, WV
 25302 304-558-0500

DATE PRINTED
05/31/2013

BID OPENING DATE: 06/18/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
1.				TO PROVIDE THE MANDATORY PRE-BID SIGN IN SHEETS.		
2.				TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
3.				TO PROVIDE A REVISED PRICING PAGE.		
4.				TO PROVIDE SPECIFICATION CLARIFICATIONS.		
				END OF ADDENDUM NO. 1		

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	(502) 589-1700	6/14/13
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President: CEO	61-0525990	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Solicitation

NUMBER
LOT499

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

VENDOR	*713132643 502-815-3512
	DOE ANDERSON INC 620 WEST MAIN ST
	LOUISVILLE KY 40202

SHIP TO	WEST VIRGINIA LOTTERY
	900 PENNSYLVANIA AVE CHARLESTON, WV 25302 304-558-0500

DATE PRINTED
06/06/2013

BID OPENING DATE: 06/18/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
1.				TO PROVIDE ANSWERS TO QUESTIONS RECEIVED FOR THIS SOLICITATION.		
2.				TO PROVIDE AN ADDITIONAL QUESTION PERIOD WHICH WILL END ON JUNE 10, 2013. SUBMIT QUESTIONS VIA EMAIL TO THE BUYER AT: CONNIE.S.OSWALD@WV.GOV		
3.				TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 2		

SIGNATURE <i>[Signature]</i>	TELEPHONE (502) 589-1700	DATE 6/14/13
TITLE President : CEO	FEIN 61-0525990	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



From: 304 558 4115
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

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Date: 6/11/2013 2:46:51 PM

LOT499 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CONNIE OSWALD
 304-558-2157

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

WEST VIRGINIA LOTTERY
 900 PENNSYLVANIA AVE
 CHARLESTON, WV
 25302 304-558-0500

DATE PRINTED
 06/11/2013

BID OPENING DATE: 06/18/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
1.				TO PROVIDE ANSWERS TO QUESTIONS RECEIVED FOR THE 2ND Q&A PERIOD.		
2.				TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 3		

SIGNATURE *[Signature]* TELEPHONE (502) 589-1700 DATE 6/14/13
 TITLE President; CEO FEIN 61-0525990 ADDRESS CHANGES TO BE NOTED ABOVE



From: 304 558 4115
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Page: 1/1

Date: 6/13/2013 11:45:49 AM

LOT499

1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CONNIE OSWALD
 304-558-2157

RFQ COPY
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WEST VIRGINIA LOTTERY

900 PENNSYLVANIA AVE
 CHARLESTON, WV
 25302 304-558-0500

DATE PRINTED
 06/13/2013

BID OPENING DATE: 06/18/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
1.						
TO PROVIDE A CORRECTED ELECTRONIC PRICING PAGE. THIS PAGE WAS NOT CALCULATING THE GRAND TOTAL CORRECTLY. VENDORS SHOULD USE ADDN#4 REVISED PRICING PAGE DATED 6/13/2013.						
2.						
TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 4						
0001	1	JB		915-03		
MARKETING SERVICES FOR THE WEST VIRGINIA LOTTERY						

SIGNATURE 	TELEPHONE (602) 589-1700	DATE 6/14/13
TITLE President : CEO	FEIN 61-0525990	ADDRESS CHANGES TO BE NOTED ABOVE



From: 304 558 4115
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Page: 1/5

Date: 6/13/2013 11:54:33 AM

LOT499

2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 CONNIE OSWALD
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

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WEST VIRGINIA LOTTERY

900 PENNSYLVANIA AVE
 CHARLESTON, WV
 25302 304-558-0500

DATE PRINTED:
 06/13/2013

BID OPENING DATE: 06/18/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
TO INCLUDE, 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. REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS AND TERMS & CONDITIONS. ***** THIS IS THE END OF RFQ LOT499 ***** TOTAL:						

SIGNATURE: *[Signature]* TELEPHONE: (502) 589-1700 DATE: 6/14/13
 TITLE: President: CEO FEIN: 61-0525990 ADDRESS CHANGES TO BE NOTED ABOVE

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: LOT499

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

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

Addendum Numbers Received:

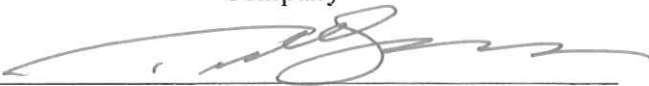
(Check the box next to each addendum received)

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

Doc-Anderson, Inc.

Company



Authorized Signature

6/16/13

Date


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

REQUEST FOR QUOTATION
[RFQ Number LOT499] [MARKETING & ADVERTISING SERVICES]

12. MISCELLANEOUS:

12.1. 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: John Birnstiel
Telephone Number: 502-815-3207
Fax Number: 502-815-7023
Email Address: jbirnstiel@doeanderson.com

PRINT NAME	John Birnstiel
SIGNATURE	
COMPANY NAME	Doe - Anderson, Inc.
COMPANY ADDRESS	620 W. Main Street
	Louisville, Ky 40202
PHONE	502-815-3207
FAX	502-815-7023
EMAIL ADDRESS	jbirnstiel@doeanderson.com

ADDENDUM TO THE GENERAL TERMS AND CONDITIONS

The parties agree that the following modifications shall be made to the General Terms and Conditions contained in request for quotation No. LOT499 issued by the Purchasing Division on behalf of the West Virginia Lottery to solicit bids for Advertising Services.

Term 12 entitled “**LIQUIDATED DAMAGES**” shall be removed in its entirety and replaced with the following:

12. 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 3.3.8 of RFQ LOT 499): **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.

Vendor *Doe-Anderson, Inc.*

West Virginia Lottery

By: *[Signature]*

By: _____

Its: *President / CEO*

Its: _____

Date: *6/14/13*

Date: _____

West Virginia Purchasing Division

West Virginia Attorney General (as to form)

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Doe-Anderson, Inc.

Signed: [Signature]

Title: President: CEO

Date: 6/16/13

State of West Virginia

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 Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident 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; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; 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% resident 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% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident 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% resident 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% resident 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) reject the bid; 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.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), 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: Doc - Anderson, Inc.

Signed: [Signature]

Date: 6/16/13

Title: President - LEO

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: Doc - Anderson, Inc.

Authorized Signature: [Signature] Date: 6/16/13

State of Kentucky

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 16th day of June, 2013.

My Commission expires 3-22-2016, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

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

Doe - Anderson, Inc.

(Company)



(Authorized Signature)

Todd Spencer, President: CEO

(Representative Name, Title)

(502) 589-1700

(Phone Number)

(502) 815-3545

(Fax Number)

6/16/13

(Date)

<u>CATEGORY</u>	<u>SERVICE</u>	<u>ESTIMATED HOURS (BASED ON HOURS IN FY 2012)</u>	<u>VENDOR'S HOURLY RATE</u>	<u>TOTAL ANNUAL COSTS</u>
ACCOUNT MANAGEMENT	1. Account Services	1500	105	157500
	2. General Account Management	1500	105	157500
	3. Public Relations	40	105	4200
	4. Research Services	40	105	4200
MEDIA	5. Media Planning and Buying	300	105	31500
	6. Radio	120	104	12480
	7. Television	300	110	33000
	8. Newspaper	80	104	8320
	9. Outdoor Ads	80	110	8800
CREATIVE	10. Illust/Layout/Design and Copywriting Adv.	500	110	55000
	11. Creative/Art Direction or Planning	500	110	55000
	12. Computer Graphics	100	111	11100
DIGITAL	13. Web Site Development and Maintenance	1200	105	126000
	14. Web Hosting & Domain	100	105	10500
PRODUCTION	15. Printing	200	105	21000
	16. Film Production	1000	105	105000
	17. Audio Production	300	105	31500
	18. Music Rights/ Trademark	5	105	525
PROMOTIONS	19. Sponsorships- Collegiate/ Fairs & Festivals	35	105	3675
	20. Marketing Supplies and Promotions	600	105	63000
TOTAL FISCAL YEAR COST FOR VENDOR SERVICES (1-20):				899800

*Note: The total ESTIMATED HOURS have been amended to accurately demonstrate Vendor hours, excluding purchases.
The sum of ESTIMATED HOURS (1-20) is 8,500 hours.*

LOT499 Addendum No. 4 Revised 6/13/2013


 6/13/13

Attachment
PO# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

[Handwritten Signature]
Signature Date

President: CEO
Title

Doc - Anderson, Inc
Company Name

Signature Date

Title

Agency/Division