



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:
BULLDOG CREATIVE SERVICES
1400 COMMERCE AVE.
HUNTINGTON, WV 25701

12/06/16 14:55:05
 WV Purchasing Division

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

Signature X  FEIN # *27-0086421* DATE *12/6/16*

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

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Lottery upon default.

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.

11. MISCELLANEOUS:

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: CHRIS MICHAEL

Telephone Number: (304) 525-9600 • (304) 633-6804

Fax Number: (304) 525-4043

Email Address: cmichael@bulldogcreative.com

LANGUAGE TO BE INSERTED INTO THE TERMS AND CONDITIONS.

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)

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	\$85.00	\$85,000
		2. General Account Management	Hour(s)	500	\$85.00	\$42,500
		3. Public Relations	Hour(s)	40	\$85.00	\$3,400
		4. Research Services	Hour(s)	40	\$85.00	\$3,400
	MEDIA	5. Media Planning and Buying	Hour(s)	400	\$85.00	\$34,000
		6. Radio	Hour(s)	200	\$85.00	\$17,000
		7. Television	Hour(s)	300	\$85.00	\$25,500
		8. Newspaper	Hour(s)	100	\$85.00	\$8,500
		9. Outdoor Ads	Hour(s)	80	\$85.00	\$6,800
	CREATIVE	10. Illust/Layout/Design and Copywriting Adv.	Hour(s)	800	\$85.00	\$68,000
		11. Creative/Art Direction or Planning	Hour(s)	500	\$85.00	\$42,500
		12. Computer Graphics	Hour(s)	100	\$85.00	\$8,500
	DIGITAL	13. Web Site Development and Maintenance	Hour(s)	300	\$85.00	\$25,500
		14. Web Hosting & Domain	Hour(s)	100	\$85.00	\$8,500
	PRODUCTION	15. Printing	Hour(s)	200	\$85.00	\$17,000
		16. Film Production	Hour(s)	1000	\$85.00	\$85,000
		17. Audio Production	Hour(s)	400	\$85.00	\$34,000
		18. Music Rights/ Trademark	Hour(s)	5	\$85.00	\$425
	PROMOTIONS	19. Sponsorships- Collegiate/ Fairs & Festivals	Hour(s)	35	\$85.00	\$2,975
		20. Marketing Supplies and Promotions	Hour(s)	200	\$85.00	\$17,000
TOTAL FISCAL YEAR COST FOR VENDOR SERVICES (1-20):				6300		\$535,500.00

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	5%	2,500,000	\$125,000.00
-------------------------------	----	-----------	--------------

C. **TOTAL BID AMOUNT:**

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

\$660,500.00

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: BULLDOG CREATIVE SERVICES

Signed:  CHARLES MICHAEL

Date: 12/6/16

Title: CEO

*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.

BUILDING CREATIVE SERVICES
Company

[Signature]
Authorized Signature


12/6/16
Date

NOTE: This addendum acknowledgement 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.

CHRIS MICHAEL, CEO
 (Name, Title)
CHRIS MICHAEL, CEO
 (Printed Name and Title)
1400 COMMERCIAL AVE HUNTINGTON, WV 25701
 (Address)
304-525-9600 / 304-525-4043
 (Phone Number) / (Fax Number)
cmichael@bulldogcreative.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.

BULLDOG CREATIVE SERVICES
 (Company)

 (Authorized Signature) (Representative Name, Title)
CHRIS MICHAEL, CEO
 (Printed Name and Title of Authorized Representative)
12/6/16
 (Date)
304-525-9600 / 304-525-4043
 (Phone Number) (Fax Number)

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 exceed 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: Bulldog Creative Services

Authorized Signature: [Signature] Date: 12/6/16

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 6th day of December, 2016.

My Commission expires March 05, 2019.

AFFIX SEAL HERE



OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
April D. Barnabi
Bulldog Creative Services
916 5th Avenue, Suite 305
Huntington, WV 25701
My Commission Expires Mar. 5, 2019

NOTARY PUBLIC April D. Barnabi