



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

Request for Quotation

RFQ NUMBER
LOT453

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

LOTTERY COMMISSION

SHIP TO

312 MACCORKLE AVENUE, SE
 CHARLESTON, WV
 25314-1143 558-0500

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/10/2009				

BID OPENING DATE: 09/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR PROPOSAL						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA LOTTERY, IS SOLICITING PROPOSALS FOR ADVERTISING SERVICES TO PROVIDE PUBLIC RELATIONS, PROMOTIONS, ADVERTISING, AND OTHER MARKETING RELATED SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON 9/1/200 AT 1:30 PM AT THE AGENCY'S LOCATION AT 312 MACCORKLE AVENUE SE IN CHARLESTON, WEST VIRGINIA. ALL VENDORS INTERESTED IN SUBMITTING A PROPOSAL FOR THIS PROJECT MUST ATTEND THIS MEETING. ANY VENDOR FAILING TO ATTEND WILL BE DISQUALIFIED. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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0001	1	LS		915-03		
<p>LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WV PURCHASING DIVISION VIA MAIL, AT THE ADDRESS SHOWN IN THE BODY OF THIS RFP, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 9/04/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WV ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING DATE AND IN ANY FORMAT.</p> <p>ADVERTISING SERVICES</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

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<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>RFQ. NO.: LOT453</p> <p>BID OPENING DATE: 09/22/2009</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ LOT453 ***** TOTAL:						_____

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Revised: 07/28/09

REQUEST FOR PROPOSAL
West Virginia Lottery
RFP#LOT453
Marketing and Advertising Services Agreement

PART 1 – GENERAL INFORMATION, TERMS and CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State," is soliciting proposals for the Department of Revenue, West Virginia Lottery Division, hereinafter referred to as the Lottery, from qualified vendors to provide the Lottery marketing services including, but not limited to, advertising, public relations, website development and maintenance, promotional event management, retailer point-of-sale materials, research and novelty items. Other services such as ad hoc project management are also mandatory. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Project:

The fundamental mission or purpose of the project is to:

- 1.2.1 Provide the Lottery with marketing products and services to fully promote and increase sales for its traditional games;
- 1.2.2 Provide the Lottery with research to develop games and to direct effective, media-related advertising;
- 1.2.3 Provide the Lottery the most cost efficient and effective media purchasing practices for general consumers in the State of West Virginia and in bordering markets;
- 1.2.4 Provide the Lottery with professional public relations, electronic clipping services, as needed, and event management services, upon request.
- 1.2.5 Provide the Lottery with effective tools and staff support for ongoing promotional activities including 24/7 on-call account representatives and creative services staff with an initial response time of 60 minutes, or less.

1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information, terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received and how the evaluation will be conducted.

1.4 **Inquiries:**

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Shelly Murray, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 **Vendor Registration:**

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

1.6 **Oral Statements and Commitments:**

Vendor must clearly 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 Request for Proposal specifications file by an official written addendum are binding.

1.7 **Economy of Preparation:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 **Labeling of RFP Sections:**

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 **Mandatory Requirements.**

Any specification or statement containing the word "must", "shall", or "will" are mandatory. Section 3 contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the vendor agrees to all mandatory deliverables described herein. Section 4 describes RFP response requirements, which may be mandatory. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor.

Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 Informational Sections:

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1 Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Vendors responding to this RFP shall submit:

One original technical and cost
plus six (6) convenience copies to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Shelly Murray
Req#: LOT453
Opening Date: 09/22/2009
Opening Time: 1:30 p.m.

1.9.4. Best Value Purchasing Standard Format

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses mandatory areas and enables the agency to modify the

background and scope of work to meet its needs.

1.9.4.1 Evaluation Criteria: All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 Proposal Format and Content: Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 Technical Bid Opening: The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 Technical Evaluation: The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 Cost Bid Opening: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 Cost Evaluation and Resident Vendor Preference: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference 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. A certificate of application is used to request this preference. A West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 Contract Approval and Award: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-

1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor.

The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the RFP.....	08/14/2009
Mandatory Pre-Bid Conference	09/01/2009
Vendor's Written Questions Submission Deadline.	09/04/2009
Addendum Issued.....	TBD
Bid Opening Date	09/22/2009
Oral Presentation	TBD

1.17 Mandatory Pre-bid Conference:

A mandatory pre-bid conference shall be conducted on the date specified above at 1:30 PM. Said conference will be held at West Virginia Lottery headquarters, 312 MacCorkle Avenue, S.E., Charleston, West Virginia. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor.**

1.18 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.19 General Terms and Conditions:

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.19.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

1.19.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under

this contract or by law.

1.19.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.19.4 Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.19.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

1.19.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.19.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

1.19.8 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.19.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.19.10 Term of Contract & Renewals:

This contract will be effective upon award and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's mandatory activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.19.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.19.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

1.19.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work.

Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

1.19.14 Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% 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 Agency 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. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

1.19.15 Liquidated Damages:

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

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

1.19.15.1 Failure to respond to a request for on-site staff within the specified sixty (60) minute timeframe requirement: **\$1,800 per incident per requested person.**

1.19.15.2 Failure to make payments on the Lottery's behalf within 90 days of vendor's receipt of invoice: **Full amount of invoice payment plus vendor's add-on percentage amount.**

1.19.15.3 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.**

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

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

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

The West Virginia Lottery Director shall have discretion to determine whether liquidated damages, as described in this section of the RFP, will be assessed. The State Lottery Commission'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 State 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.

1.19.16 **Record Retention (Access & Confidentiality):**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Lottery personnel at Vendor's location during normal business hours upon written request from the Lottery within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

PART 2 – OPERATING ENVIRONMENT

2.1 Location:

The Lottery is located at 312 MacCorkle Avenue, S.E., Charleston, West Virginia. It is possible that the Lottery may relocate during any of the renewal years outlined in this contract.

2.2 Background:

The Lottery requires a comprehensive marketing contract, including provisions for advertising, public relations and event management, website development and

maintenance and promotional activities.

The Lottery seeks a vendor who will provide dedicated account services, creative services, talent, production and technical expertise and assistance 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, and print advertising (including both indoor and outdoor advertising), printed materials, ad hoc event logistics on a 24/7 basis, supplemental planned event staffing, website design, 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 comprehensive marketing budget for the Lottery is based upon a predetermined amount within an administrative operating budget. In fiscal year 2008, the Lottery's marketing expenditures totaled approximately \$7.8 Million. Of this amount, 69 percent was used for media buys and placement, 14 percent was used for production (which includes procurement of novelty items and retailer supplies), and 1 percent consisted of agency fees. Point-of-sale items accounted for 0.5 percent; research expenditures accounted for 1 percent; and public relations work accounted for 0 percent of the budget as any PR-related fees were included as part of other advertising/PR activities. Miscellaneous items and fees comprised the remaining 14.5 percent of the total marketing expenditures.

The content categories of the above budget for fiscal year 2008 consisted of online games advertising (37 percent), instant games advertising (32 percent), winner awareness advertising (8 percent), promotions (5 percent), research (1 percent), website design and maintenance (3 percent), sponsorships (4 percent) and overall Lottery/brand management advertising (10 percent).

The marketing budget for the Lottery is based upon a predetermined amount within an administrative operating budget. **For the purpose of equitable bidding in this RFP, prospective vendors should use a hypothetical budget of \$8 million.**

The successful vendor for this RFP is prohibited from performing any type of work without the written approval of the Lottery Director or his designee. The Lottery holds creative control of all marketing projects. Account representatives will work with the Lottery's Marketing Director and staff to execute the Lottery's plans.

The Lottery provides marketing services for traditional lottery products such as Instant tickets, daily numbers games, small and large lotto games and the Travel Keno game. The Lottery is prohibited, by law, from marketing or promoting any form of limited video lottery gaming; however paid legal notices and public announcements related to limited video lottery have been mandatory for print placement, upon the Director's request. Sponsorships and promotional activities authorized by the Lottery Director, or the Director's designee, may be submitted for payment by the Vendor.

The successful vendor will be responsible for contracting with outdoor advertising agents for eight (8) billboards containing satellite-fed jackpot signage units leased from

Sunshine Electronics, as well as twelve (12) additional advertising units located across the State leased from various other Vendors. The use of subcontractors for research services will be accepted. Other services including website development, design, database management, upkeep and configuration, leasing of rack space, and firewall and other software services are also a part of this contract.

As an agency of the Department of Revenue, the West Virginia Lottery may not pay for services of any nature until such services are confirmed as having been delivered, or in some cases implemented or concluded to the Lottery's satisfaction. Such payments are made, by the Lottery, upon monthly, itemized, categorized receipts containing all documentation necessary to substantiate payment. The Lottery makes no direct payments to subcontractors, leasers, or other entities with which business is conducted.

PART 3 – PROCUREMENT SPECIFICATIONS AND DELIVERABLES

3.1 General Requirements:

The Lottery seeks a responsible, financially qualified and experienced vendor to provide comprehensive marketing and advertising services as those stated in Section 2.2 above, as well as all other services requested in this RFP.

3.2 Scope of Work:

3.2.1 Professional Services:

At minimum, the Vendor shall have the ability to provide:

3.2.1.1 Expertise, counsel, and recommendations with respect to media selection, themes, copy, multi-media presentations, and brand positioning;

3.2.1.2 The development, production and central delivery of promotional materials to be used in advertising and marketing activities for the Lottery. The vendor may be requested to lease storage space for such items, as necessary, upon the Lottery's behalf. Point-of-sale materials, promotional items, ticket dispensers and other semi-permanent items and signage for use at the retailer level are also included as a part of this request for proposal;

3.2.1.3 An agent relationship for the Lottery to develop, produce, and place advertising materials in all media including newspapers, web-based mediums (Internet), radio, outdoor/transit mediums, as well as network and cable television broadcasts. The successful bidder shall be able to assume all current contracts for media advertising and short-term, long-term and permanent signage commitments; **The Lottery does not reimburse its vendor for postage, telecommunications, travel or other costs of doing business. The vendor's set fees for media and production costs include such miscellaneous item expenditures.**

- 3.2.1.4 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;
- 3.2.1.5 Any such professional service necessary to develop and maintain successful marketing campaigns, including a minimum of two full time employees to serve as account representatives, on-call 24 hours a day, seven days a week with a response time to Lottery Headquarters of, at maximum, sixty (60) minutes;
- 3.2.1.6 A minimum of two (2) staff dedicated 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;
- 3.2.1.7 Accounting services to 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;
- 3.2.1.8 Full public relations and community relations services in the form of qualified staff in addition to the dedicated account representatives, to be utilized on an ad hoc basis, upon the Lottery's request;
- 3.2.1.9 Ongoing research concerning the target consumer and retailer base, including behaviors, attitudes and opinions. A minimum of one baseline study and one focus group study may be conducted annually. Ad hoc research projects, including web-based surveys/polls, are also to be expected on an "as needed" basis. Research projects may be subcontracted to a qualified firm upon approval from the Lottery; however, the subcontractor shall not be considered a partner entity. The Lottery reserves the right to select among multiple research firms for all projects based upon project cost comparisons.
- 3.2.1.10 The ability to update content and design, maintain and monitor the Lottery's Internet website and related services including, but not limited to, assumption of current vendor-provided contracts for large scale data-base server space for Internet-based marketing endeavors. The successful vendor will coordinate with the Lottery and its Online System Vendor to assure accurate information, updated in a timely manner. The successful vendor will provide 24/7 contact for unplanned changes or disruptions to the website, so that they may be remedied in an expedient manner. Website design, upgrades and maintenance may be subcontracted to a qualified firm upon approval from the Lottery, if said or requested services are not available in-house.

The successful vendor shall obtain competitive costs for all products and services procured on behalf of the Lottery. Whenever possible, a minimum of three (3) detailed costs estimates from three (3) different subcontractors should be presented for the Lottery's review and selection on all procurements with exception of media buys.

3.2.2 Location of representatives:

The Vendor shall assign a minimum of two (2) account representatives to work on the Lottery's comprehensive marketing program. These representatives should be available at all times, on-call, within a 60-minute request time. The account representatives will also be expected to attend all monthly Lottery marketing meetings, *ad hoc* marketing meetings, and special promotions held during daytime, evening and weekend hours upon request. Therefore, it is in the best interest of the Lottery for the vendor or their branch/satellite office to be located in an area that is relatively accessible to Lottery headquarters in Charleston, West Virginia, to have its primary account staff located in an area that is relatively accessible to Lottery headquarters, or to have consistent and reliable transportation on a 24/7/365 basis for in-person representation.

3.2.3 Financial Stability:

The successful vendor shall have financial stability to pledge and place commitments of advertising media without hesitation on behalf of the Lottery, possibly up to as much as \$1.5 million at any one time. The successful vendor should be commonly recognized throughout the industry as a Vendor with a solid financial foundation to meet its commitments on behalf of itself, and its clients. A financial review of the last five years of annual business will be conducted on all bidders, by qualified Lottery staff, for use in helping to determine the technical scoring. All bidders shall submit financial statements for a period of the last five (5) years with their proposals. **Audited financial statements are desirable.**

3.2.4 Experience:

All bidders will furnish the Lottery with evidence of their ability to provide experienced personnel in the areas of creativity, planning, media purchasing, point-of-sale marketing, Internet creative and marketing design, project management, public relations, and research, in sufficient quantities to provide a quality product on time, as scheduled. Documentation in the form of a resume must be provided to verify the experience and qualifications of the personnel assigned to manage the Lottery's to verify each proposed individual's credentials and the credentials of individuals proposed as sub-contractors, if applicable. It is mandatory that the Vendor's management level and key personnel proposed for this account have five years of experience in the areas of expertise requested in this proposal. Should a proposed individual lack five (5) years of professional work experience, the Vendor shall submit any and all documentation, including educational achievement that may compensate for the experience.

It is mandatory that the Bidder possess comprehensive marketing experience in the retail industry and/or in the entertainment industry. If the vendor substitutes staff for the account, the experience and qualification levels must be of a similar quality to the level of those proposed. The Lottery reserves the right to request staff changes throughout the term of the contract.

Each bidder shall identify three (3) recent and successfully completed, comprehensive marketing projects (less than two (2) years from the date of the proposal) including, 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, and the individual staff members involved in the three (3) projects. **Campaigns or projects that did not use aired or published, paid media shall not be considered as eligible for the purpose of responding to this proposal.** Each bidder shall also include the name and phone number of a contact person at the client's place of business to serve as a reference for any project submitted. Identical information must also be provided for any principal in a joint venture or sub-contractor situation.

In addition, each bidder shall provide the following:

3.2.4.1 A list of memberships in any local, national, or international advertising, marketing and research organizations;

3.2.4.2. An organizational chart of the Bidder indicating the name and title of all the full-time professionals that will be dedicated to the Lottery's account and full-time ancillary staff employed by the Bidder. Each bidder shall also provide resumes for all individuals identified for involvement in the Lottery's account along with any special qualifications, degrees, awards or professional memberships held.

In addition, each bidder must provide the number of years each professional has been with the bidder's company, and each professional's employment history. Upon contract award, the successful vendor shall provide complete documentation and written authorization for the Lottery to conduct criminal background checks for each named individual. Failure of key individuals to pass criminal background checks may be grounds for revocation of the contract.

3.2.4.3 A list of annual gross billings for the last five (5) years;

3.2.4.4 A list of all accounts gained and lost in the last five (5) years;

3.2.4.5 A list of bank affiliations and credit references;

3.2.4.6 A statement of whether the bidder (including any individual management-level employees) has ever filed for protection under the federal bankruptcy laws;

3.2.4.7 A statement as to whether the bidder (including any individual management-level employees) is in arrears for federal, state, and/or local taxes of any type with explanation;

3.2.4.8 A statement as to whether the bidder or any of its current and proposed employees have been convicted of a felony or gambling-related misdemeanor; and

3.2.4.9 A statement detailing any account balances (including media billings) that have exceeded 90 days and an explanation thereof. Each bidder must include a contact and phone number for each account referenced. Failure to provide this information may result in rejection of the bid.

3.2.5 Creativity:

Each bidder shall provide a sample multi-media campaign for **one** of the following online games: Cash25; Hot Lotto® and Sizzler®, daily numbers games (Daily 3 & Daily 4); POWERBALL® and PowerPlay®, or TRAVEL Keno. The elements of the campaign must include, but are not limited to, a description of goals and objectives, general concept, and media placement. The Vendor shall provide design, layout, and storyboards and/or video of creative concepts. The Vendor shall provide a comprehensive marketing plan that includes proposed research, promotions and public and retailer relations to support the campaign.

3.2.6 Media Buying:

For this criterion, the Bidder shall:

3.2.6.1 Describe its in-house media purchasing capabilities, and designate (by name, title and credentials) the full time employees who will be responsible for media planning and buying for the Lottery.

3.2.6.2 Describe its local and regional media buying experience and capabilities and the software used to perform media buying.

3.2.6.3 Design a specific media plan for the campaign prepared for the creative portion of the proposal (Section 3.2.5, above). A detailed television, radio and print buy (including times and dates of placements as well as itemized and total costs), and a detailed description of cable television purchasing must be included in this example, as well as that for any other media proposed.

3.2.7 Research:

For this criterion, the Bidder shall describe its research capabilities including staff specialists and credentials; equipment, such as specialized software programs; and subcontracted services available, if such is proposed. The Vendor shall provide one (1) example of research used to develop or evaluate a recent (within two (2) years of bid date) comprehensive marketing and paid media advertising campaign. If subcontractors are to be used, the Vendor shall provide a copy of a signed agreement to do business with each subcontractor and all information as requested in Sections 3.2.4.6.; 3.2.4.7; 3.2.4.8; and 3.2.4.9, above.

3.2.8 Promotions:

For this criterion, the Bidder shall describe at least two promotional activities designed and conducted by the Bidder during the last year for actual clients. The names and contact numbers of the clients must be included to serve as references.

Such promotional activities should be documented with photographs, video or print submissions. The Bidder shall list clients, promotional goals, set-up/logistics, budgets and the documented methodologies used to show the results of the endeavors.

3.2.9 Website maintenance and ongoing development:

The Bidder shall provide the continued graphic development, data transfer and maintenance of the Lottery's Internet web site and the leasing of server space and related software. The Bidder 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. This item requires the Bidder to provide the methodology by which they would acquire current services or new services used and all plans for continuance or conversion.

3.2.10 Oral Presentations:

All vendors who have submitted proposals will be invited to the Lottery's headquarters or an external location approved by the Lottery, for an oral presentation worth a maximum of six (6) points. The oral presentation shall include senior Vendor principals, individuals who will serve the Lottery's account and, if possible, representation of any subcontractors that are proposed. The oral presentation must be a presentation of the technical proposal requirements as set forth in Section 3. The Lottery will not be responsible for providing equipment necessary to present the campaign. The written invitation shall include information concerning time limits and other logistics.

3.3 Special Terms and Conditions:

3.3.1 Performance Bonds:

The successful bidder shall also furnish a performance bond for 100% of the amount of the contract. Bonds may be provided in the form of a certified check or bond furnished by a solvent surety company authorized to do business in the State of West Virginia.

3.3.2 Insurance Requirements:

In addition to the performance bond/guarantee discussed above, the successful Vendor will also be required to provide the insurance listed below throughout the contract period, and any renewals thereof. As with the performance guarantee funds, the insurance moneys will provide the State of West Virginia and/or the Lottery with compensation for fees, legal costs, loss of revenues, or other damages resulting from the Vendor's inability to provide the contracted services/products. Proof of insurance must be provided prior to the issuance of the resulting contract, and certificates of insurance must be kept current and on file with the Lottery. Each such policy except for the errors & omissions and fidelity policies must name the West Virginia Lottery as an additional insured; errors & omissions policies must name the State of West Virginia as the certificate holder, and fidelity policies must name the West Virginia Lottery as a loss payee. The Lottery shall receive notice of cancellation from insurance companies ten (10) days in advance of cancellation. **Self-insurance is not an acceptable form of insurance for any of the cited coverage.** The types of insurance required for the resultant contracts include the following:

3.3.2.1 Public Liability with limits of \$500,000 for any one person, and \$1,000,000 for any one occurrence of personal injury, as well as \$1,000,000 for any one occurrence of property damage.

3.3.2.2 Errors and Omissions in the amount of \$500,000 for the selected Vendor for any losses the Lottery may incur resulting from the intentional or negligent acts of the Vendor. The

Errors and Omissions insurance coverage will remain in effect during the entire contract period, any renewals thereof, and for one (1) year after the contract(s) is terminated.

3.3.2.3 A Fidelity Bond or insurance in the amount of \$1,000,000 covering any losses incurred by the Lottery due to the fraudulent or dishonest acts on the part of the Vendor, or the Vendor's officers, employees, agents or subcontractors.

3.3.3 License Requirements:

There are no special license requirements.

3.3.4 Litigation Bond:

Each bidder responding to this request for proposal **is required** to submit a litigation bond in the amount of \$250,000, made payable to the State of West Virginia Purchasing Division. This bond must be issued by a surety company licensed to do business in the State of West Virginia with the West Virginia Insurance Commission, on a form acceptable to the State. The only acceptable alternate forms of the bond are (1) a company certified check (not an individual) or a (2) a cashier's check.

The purpose of the litigation bond is to discourage unwarranted or frivolous law suits pertaining to the award of a contract from this request for proposal. Secondly, the bond provides a mechanism for the State of West Virginia, the Lottery, it's officers, employees, or agents thereof to recover damages, including (but not limited to) attorney fees, loss of revenue, loss of grants or portions thereof, penalties imposed by the federal government and travel expenses which may result from any such litigation. A claim against the bond will be made if the bidder contests the award in a court of competent jurisdiction and the grounds are found to be unwarranted or frivolous based on the facts of the award or applicable law as determined by the court.

The bond or alternate form must remain in effect for two years from the proposal submission date. After six (6) months, each bidder may request, and the State anticipates granting, a release of the litigation bond. However, the vendor will be required to provide a release (signed and notarized in a form that is acceptable to the State) prior to release of the bond which states that the vendor will not sue.

Failure to submit an appropriate bond or alternate bond with the proposal at the time of bid opening will result in automatic disqualification of the vendor's proposal and the proposal will be considered non-responsive.

3.3.5 Ownership of Data:

Data acquired and developed during the course of the contract:

All materials and data produced for the Lottery under the Contract shall be owned by the State of West Virginia unless otherwise agreed to in writing by the Lottery. Patents, copyrights, or trademarks accruing under or developed in connection with the performance under this Contract must be considered by the Vendor as owned by, or perpetually licensed to, the State of West Virginia without additional financial considerations.

Data collected by the Lottery may not be used by the Vendor, nor any subcontractors, for commercial use unless directed by the Lottery. The data may not be passed to nor sold to any party unless indicated by the Lottery.

3.3.6 Approval of Staffing:

The Lottery reserves the right to review and if perceived necessary, decline the services of any employee of the successful vendor who is assigned to the Agency's contract, either at contract inception or during the term.

3.3.7 Additional Requirements:

At the option of the Lottery, the Vendor will have the responsibility to develop advertising, promotions and publicity materials including, but not limited to, television and radio ads, print ads, and collateral material. Research and other related activities will be mandatory. Should mandatory optional bid components be exercised by the Lottery, all requirements proposed shall be met. Vendor services are subject to the following:

3.3.7.1 All broadcast media will be placed at the local level. Use of national or other third party representatives is strictly prohibited in the placement of broadcast media.

3.3.7.2 If the Lottery wishes to use any forms of advertising, materials or services not herein provided for by the Vendor, the Vendor will, at the request of the Lottery, assist the Lottery in their consideration and preparation. The cost for such assistance shall be in accordance with the costs as stipulated in the financial section of the Vendor's bid proposal. The Lottery reserves the right of direct media placement and use of production services outside the Vendor.

3.3.7.3 The Lottery shall receive the benefit of all media cash discounts, rebates, frequency discounts, or special adjustments allowed to the Vendor placed for and on behalf of the Lottery. The Vendor shall conduct post audits and require refunds for advertising not aired or placed according to the buy. "Make-goods" may only be used if authorized by the Lottery. The Vendor shall make available to the Lottery copies of all invoices, including broadcast affidavits, and 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.

3.3.7.4 The Lottery's marketing unit, in affiliation with the Vendor, shall 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 is not approved for payment shall not be compensated by the Lottery.

3.3.7.5 Total expenditures for the Lottery's advertising and promotions program shall not exceed the amount set by the Lottery unless such change is requested and by mutual consent is agreed to.

3.3.7.6 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.

3.3.7.7 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.

3.3.7.8 The Lottery shall have the full and free right to possess and use any and all said property in any way deemed by it to be necessary or advisable, either directly, or through the Vendor or otherwise and without payment of any compensation to the Vendor for the same.

3.3.7.9 The successful Vendor must have the ability to accept data electronically, and from disk, CD, CDR, CDRW, DVD or tape. E-mail capabilities with file transfer (both Macintosh and IBM) must be provided by the Vendor. In addition, daily runs to the Agency's headquarters must be made by personnel of the successful vendor to pick up and deliver work related materials and documents.

3.3.7.10 It is the policy of the Lottery to use the services, talent and products of its State. As such, the Vendor will be expected to use in-state services and talent whenever possible.

3.3.7.11 Any contract terms must conform to provisions found in the Division of Purchasing form WV-96, Rev. 10.07, which is attached.

3.3.8 Covenant Related to Purchase of Lottery Tickets:

Employees or officers of the Vendor selected for award of a contract, and their family members residing in the same household, are restricted by this request-for-proposal document from purchasing, winning, or participating in any West Virginia Lottery games. The successful Vendor will be expected to convey this restriction to its employees and officers, and those persons in turn to convey the restriction to their family members residing in their household. The successful Vendor will also be expected to use all reasonable resources to exert its best efforts to enforce this restriction. If any employee or officer of the Vendor, or a member of the employee's or officer's family residing in the same household, presents a winning West Virginia lottery ticket for payment to the West Virginia Lottery, the prize will be paid and the Vendor shall reimburse the West Virginia Lottery for the net prize, after any tax withholding, received by the employee, officer or a member of his or her household. Failure of the Vendor to reimburse the Lottery under this section could jeopardize the continuance of the contract at the option of the State of West Virginia.

3.3.9 Prohibition for Billing for Work Not Authorized

The successful vendor is prohibited from billing for work of any nature without prior written authorization from the Lottery Director, or the Director's designee.

PART 4 – PROPOSAL FORMAT AND RESPONSE REQUIREMENTS

4.1 Vendor's Proposal Format:

The proposal should be formatted in the same order, providing the information listed below:

Title page – Vendor should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, including signature and date.

Table of Contents – Should clearly identify all material included in the proposal by section and page number.

Section I – Professional Services: Describe how the vendor will fulfill all of the professional services set forth in Section 3.2 of this RFP. Include a discussion of any services that will be subcontracted and how such subcontracts shall be managed. Vendor should provide at least one example of a subcontracted service that may be used in order to fulfill the services set forth in Section 3.2.

Section II – Location of Representatives: Provide the names and proposed work locations of persons proposed to serve as account representatives. See Section 3.2.2. Vendor should also provide at least two (2) resumes of account representatives proposed to work on the contract.

Section III – Financial Stability: Provide proof of financial stability and capabilities to manage the Lottery's account, including, but not limited to, submission of financial statements for the past five (5) years, if available. See Section 3.2.3.

Section IV – Vendor Experience: Describe the experience of both your company and your personnel in the areas of creativity, planning, media purchasing, website development and maintenance, research and general marketing activities. Vendor should provide three (3) recent examples of comprehensive marketing campaigns that your firm has developed for paying clients over the last two (2) years that include placement of paid media advertising. Vendor should list any memberships in professional advertising, marketing and research organizations as well as any awards for services set forth in Section 3.2.4. List annual gross billings for the past five (5) years. List all accounts gained and lost in the past five (5) years. List bank affiliations and provide credit references. Discuss any filings under bankruptcy protection laws.

Discuss any taxes in arrears and explain. Discuss felony or gambling-related felony convictions, if applicable. Discuss account balances that have exceeded 90 days and provide contacts and phone numbers for each account referenced. See Section 3.2.4.

Section V – Creativity: Provide a sample multi-media campaign for a specific online lottery game that includes, at a minimum, a description of goals and objectives, general concept, and media placement. Provide design, layout and storyboards, as well as a comprehensive marketing plan that includes proposed research, promotions, and public and retailer relations plans to support the campaign. See Section 3.2.5.

Section VI – Media Buying: Describe in-house media purchasing capabilities and those who will

be responsible for such. Describe media buying experience and the software used for such. Vendor should also discuss any media buying strategies. Design a media plan for the campaign referenced in Section 3.2.5 that details media buys and costs, the target audience and the reasons such plan is recommended. See Section 3.2.6.

Section VII – Research: Describe in-house or subcontracted research experience and capabilities. Provide one (1) example of a research project your firm has provided for a paying client within the last two (2) years related to a comprehensive marketing campaign. Describe any subcontractor relationships and provide signed work agreements for those proposed for this account. See Section 3.2.7.

Section VIII: Promotions: Describe at least two (2) promotional activities designed and conducted within the last year for a paying client. Include references and contact information. Demonstrate goals, logistics, budgets and methodologies used to show results of the endeavor. See Section 3.2.8.

Section IX: Website: Describe experience (either in-house or with a subcontractor) in developing and maintaining a website for a paying client. Describe and demonstrate ways to enhance the Lottery's current website including improvements to the Players Circle and interactive web-based promotions. See Section 3.2.9. Vendor should provide at least one (1) sample website for paying client.

Section X: Oral Presentation: Describe all aspects of the proposal and demonstrate all capability aspects. Present the creative concepts requested in Section 3.2.5 and the media plan requested in Section 3.2.6. See Section 3.2.10

Section XI – Cost: This criterion is formula-driven. See Section 4.3 of this RFP.

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the highest point score of all vendors shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

4.3 **Evaluation Criteria:** The following are the evaluation factors and maximum points possible for technical point scores:

Evaluation Area	Maximum Points Possible
Section 3.2 Professional Services	10 Points
Section 3.2.2 Location of Representatives	3 Points
Section 3.2.3 Financial Stability	4 Points
Section 3.2.4 Vendor Experience	6 Points
Section 3.2.5 Creativity	20 Points

Section 3.2.6 Media Buying	8 Points
Section 3.2.7 Research	5 Points
Section 3.2.8 Promotions	1 Point
Section 3.2.9 Website	7 Points
Section 3.2.10 Oral Presentation	6 Points
Section 4.5 Cost	30 Points

Total = 100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all vendors who attained the Minimum acceptable score:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 4.3. The minimum qualifying score on the technical portion is 49 points. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

4.5. Cost Proposal Format/Bid Sheets

All bidders are to complete the following cost bid sheet for the purpose of meeting the requirements of this bid. If a service is provided at no additional charge to the Lottery, indicate such with a cost bid of \$0 for that particular item. However, it is important each bidder understand that if \$0 is listed on any of the cost items on the bid sheet, the Vendor will be prohibited from charging a fee per hour for that service during the lifetime of the contract and its possible renewal years, even if the cost is covered in another category.

SPECIFIC SERVICES	RATE PER HOUR*	TIMES	ESTIMATED HOURS PER YEAR	=	ESTIMATED COST PER YEAR
Account/Client Services	\$	X	5,000	=	
Creative Planning	\$	X	1,200	=	
Media Planning and Buying	\$	X	1,000	=	
Strategic Planning	\$	X	300	=	
Art Direction	\$	X	300	=	
General Account Management	\$	X	1,000	=	
Research	\$	X	500	=	
Copy Writing	\$	X	250	=	
Layout	\$	X	500	=	
Computer Graphics	\$	X	1,500	=	
Accounting	\$	X	500	=	
Event Planning	\$	X	200	=	
Public Relations	\$	X	75	=	
Event/Promotions Staffing	\$	X	100	=	
Website development and maintenance	\$	X	1,000	=	
Clerical Services	\$	X	50	=	
Total Bid Cost for Specific Services					\$

**In the section above, you are bidding your HOURLY RATES. The estimated hours are given to create an equal base for all bidders for purposes of cost scoring.*

Media Buying Add-on: Each bidder responding to this RFP must provide a percent of add-on for media buying activity **IF** the Vendor plans to charge an add-on. All communication costs associated with media buying shall be included in this figure. Such costs include, but are not limited to, phone calls, postage, shipping containers, and facsimiles. If the bidder fails to provide an add-on percent quote, the bidder shall not charge a media buying add-on charge at any time during the term of the resulting contract and any renewals to the contract.

The media add-on percentage is _____ % (x) \$6,000,000** =

\$ _____ per year

*** In the section above, you are bidding your MEDIA ADD-ON PERCENTAGE RATE. The estimated dollars are given for cost evaluation purposes only.*

Production Add-on:

The Lottery will not accept bids that include an hourly rate for production activity. Each bidder responding to this RFP must provide a percent of add-on for production activity IF the Vendor plans to charge an add-on. All communication costs associated with production shall be included in this figure. Such costs include, but are not limited to, phone calls, postage, shipping containers, and facsimiles. If the bidder fails to provide an add-on percent quote, the bidder shall not charge a production add-on charge at any time during the term of the resulting contract and any renewals to the contract.

The production add-on percentage is _____ % (x) \$2,000,000*** =

\$ _____ per year

*** In the section above, you are bidding your PRODUCTION ADD-ON PERCENTAGE RATE. The estimated dollars are given for cost evaluation purposes only.*

The total cost for Specific Activities, Media Buying and Production =

\$ _____ per year

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.

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: _____ **Signed:** _____

Date: _____ **Title:** _____

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____