



Contract # AV2436

STATE OF UTAH CONTRACT COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Struck Inc.
 Name
159 West Broadway, Suite 200
 Address
Salt Lake City UT 84101
 City State Zip

LEGAL STATUS OF CONTRACTOR

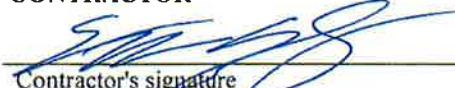
- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Contact Person Pauline Ploquin Phone #801-531-0122 Email pauline.ploquin@struck.com
 Vendor #VC0000107089 Commodity Code #915-01, 915-22, 918-07, 918-76, 961-53

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Marketing and Advertising Services
3. PROCUREMENT: This contract is entered into as a result of the procurement process on FY _____, Bid#WA16016, a pre-approved sole source authorization (from the Division of Purchasing) # SS _____, or other method: _____.
4. CONTRACT PERIOD: Effective Date: July 1, 2016 Termination Date: June 30, 2021 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
5. Payment: Prompt Payment Discount (if any): N/A.
6. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods Services, or IT
 ATTACHMENT B: Categories of Qualification
 ATTACHMENT C: Statement of Qualifications
 ATTACHMENT D: Approved Vendor List - Assignment of Work Steps
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid #WA16016 dated May 24, 2016.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR


 Contractor's signature Date 8/03/2016
Ethan Heugly CFO
 Type or Print Name and Title

STATE


 Director, Division of Purchasing Date 9/9/16

<u>Windy Aphayrath</u>	<u>801-538-3097</u>		<u>waphayrath@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 14 October 2015)

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR SERVICES
STATE OF UTAH COOPERATIVE CONTRACT**

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for services (including professional services), meaning the furnishing of labor, time, or effort by a contractor. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users without the Eligible Users signing a participating addendum.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
 - b) "**Contract**" means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor sign.
 - d) "**Contractor**" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Division**" means the State of Utah Division of Purchasing.
 - f) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - g) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - h) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but are not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - i) "**Proposal**" means Contractor's response to the Division's Solicitation.
 - j) "**Solicitation**" means the documents used by the Division to obtain Contractor's Proposal.
 - k) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - l) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah, federal auditors, and Eligible Users, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.

8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated with cause by either party in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience) in advance of the specified expiration date by either party upon sixty (60) days written termination notice being given to the other party. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for Services properly performed prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division, if the Division reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered, the Eligible User will reimburse Contractor for the Services properly performed until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
15. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the required insurance policies to the Division within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Contract. Contractor shall not cancel or allow the insurance policy to expire unless written notice has been given to the Division at least thirty (30) days prior to the cancellation or expiration. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

16. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
17. **END USER AGREEMENT:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
18. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
19. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Services based upon the same terms, conditions and prices of this Contract.
20. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Services from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
21. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
22. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related purchase orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing and expressly approved by the Division, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, and invoices.
23. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User, except as to latent defects or fraud. Contractor's failure to provide the Services by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping any goods relating to these Services.
24. **REPORTS AND FEES:**
 1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.
 3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
 4. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
 5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
25. **ORDERING:** Orders will be placed by the Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
26. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the Eligible User.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the any deliverable related to the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

27. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Services to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
28. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor. The State of Utah, the Division, and the Eligible User will not allow the Contractor to charge end users electronic payment fees of any kind.
29. **TIME IS OF THE ESSENCE:** Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the Eligible User and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
30. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
31. **PERFORMANCE EVALUATION:** The Eligible User may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
32. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the Eligible User and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
33. **REVIEWS:** The Division and Eligible Users reserve the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor agree that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Services, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
36. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
37. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Services that do not conform to this Contract.
38. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.

39. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

40. **PUBLICITY:** Contractor shall submit to the Eligible User for written approval all advertising and publicity matters relating to this Contract. It is within the Eligible User's sole discretion whether to provide approval, which must be done in writing.
41. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
42. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
43. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
44. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
45. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
46. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor's terms and conditions that are attached to this Contract, if any; and (vi) Contractor's attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.
47. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
48. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
49. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 August 2015)

2.1 Mandatory Requirements



Matt Anderson Chief Executive Officer

After spending years of his career on the client side, Matt joined Struck as a creative director and has since built a solid reputation as a creative problem solver. His talent for developing smart solutions through exceptional creative work makes him an invaluable asset to the agency. Over the past six years with Struck, Matt has played an essential part in establishing the creative efforts across the entire organization, ultimately transitioning from ECD to CEO.

In his role as Chief Executive Officer, Matt is responsible for setting the overall creative direction and leading the creative team. He crafts smart solutions to client's problems based on strategic insights, and works with a team of specialists to deliver high-quality, creative work. Matt also ensures Struck retains and pushes its creative reputation in all disciplines: Branding, Environments, Digital, Advertising.



Pauline Ploquin Chief Relationship Officer

With a background in communications and nearly 20 years in the creative industry, Pauline has mastered the art of left brain/right brain integration. As CRO, she develops satisfying agency relationships, including current accounts, strategic partnerships and new clients. Previously Pauline held the title of COO, where she focused on creating strategic alignment for Struck. Pauline is responsible for introducing the organization's bi-yearly survey measuring client satisfaction, where Struck ranks at 74%, well above the industry average of 28%.

Pauline came to Struck 12 years ago from the award-winning 2002 Olympic Winter Games creative team. She started her career in publishing in Los Angeles. She holds a Master's Degree in Political Science from La Sorbonne, Paris, a degree in Communications from UCLA, and currently sits on the International Board of Directors of The Digital Society (SoDA). She has been a keynote speaker at TedX Salt Lake City and EvComm London.

2.1 Mandatory Requirements



Brent Watts Executive Creative Director

Brent is one of Struck's Executive Creative Directors as well as the founder Axiom Design, a creative boutique started in Hollywood 15 years ago that merged with Struck in 2009. He has been producing breakthrough graphic design and innovative visual solutions for high profile clients like AT&T, Mattel, Neutrogena, New York Jets, UTA, Beneficial Life, Lifetime Sports Equipment, Icon Fitness and Sony Corp. Brent oversees the agency's entertainment clientele, and has worked with companies like Paramount Pictures, Nickelodeon, Universal Pictures and Parks, DreamWorks, Warner Brothers, Discovery Channel, Sony Pictures, Cartoon Network, The Jim Henson Company, E!, Turner Classic Movies and MGM Studios.

As Executive Creative Director, Brent leads the overall creative direction for Struck, developing flawless creative solutions that solve client's problems. He is also responsible for the creative output of the company and ensures Struck maintains its creative reputation in Branding, Environmental Design, Digital, Advertising.



Ethan Heugly Chief Financial Officer

Ethan has been with Struck for close to a decade as one of the first employees, and has led the company to grow to nearly 60 employees in three states. During his tenure with the organization, he has been a key player managing all the financial and human resource needs of the company. Ethan was an integral part of two mergers/ acquisitions since joining Struck. Ethan graduated with a BS in Accounting from the University of Phoenix and was invited to the Lambda Sigma Chapter of Delta Mu Delta (DMD) International Honor Society in Business. Before Struck, he worked at Certified Cable where he helped grow profits by 30%, as well as assemble top-secret motors used by the United States Government for ATK Thiokol.

As Chief Financial Officer, Ethan leads the administrative team, accounting team, and human resource team. Ethan currently serves on the board of Struck as the Treasurer.

2.1 Mandatory Requirements



Alexandra Fuller Creative Director

For 15 years, Alex has worked as a storyteller in several distinct roles, ranging from brand communications copywriter, to editorial writer, to Emmy-nominated filmmaker. Since 2010, Alex has led creative teams at Struck and overseen brand work for clients like the Utah Office of Tourism, O.C. Tanner Jewelers, The Little Gym International, CMH Heli-Skiing, Lennar Homes and Scottsdale CVB. Alex produced, wrote and edited the 2009 Sundance Film Festival premiere documentary, *Sister Wife*, which won the Special Jury Award at SXSW and screened at over 40 festivals worldwide. Most recently she co-directed and co-directed the upcoming narrative short film, *Distance*, which will premiere at the Palm Springs International Film Festival in June.



Scott Sorenson Creative Director

As Struck's Creative Director, Scott oversees several entertainment accounts, producing signature branding guides, retail environments and merchandising programs for clients like Sony, DreamWorks, Nickelodeon, TCM, Elvis Presley Enterprises, The Jim Henson Company and the New York Jets. Over the past 15 years with Struck, he has created branding and collateral materials for corporations and museums alike, including The Leonardo, Copper Canyon Farms and the Sundance Institute. He has also designed corporate identities, annual reports, retail programs and promotional materials for a diverse range of clients including Target, Aveda, 3M, Fraser Papers and Travelers Insurance. Scott's work is truly exceptional and has received numerous citations from Communication Arts, the American Advertising Federation, the AR100 Show and the American Institute of Graphic Arts (AIGA).

2.1 Mandatory Requirements



Dustin Davis Interactive Creative Director

Dustin has been working in interactive since 2000, in addition to teaching interactive design and communications for several years. After starting in Kiosks and CD-ROMs, Dustin moved on to eLearning design and programming then ultimately micro sites, websites and the social space. His digital skills have taken him from Campbell-Ewald to Organic, working with clients such as Chevy, Ford, Schering-Plough Alltel, Navy, Hilton Worldwide, and the University of Michigan.

In his role as Creative Director, Dustin is responsible for overseeing the execution of all digital projects. Over the past 3 years with Struck, Dustin has been a critical member of the interactive team, delivering smart, strategic solutions for the agency's top clients.



Jeremy Chase Director of Client Services

Jeremy is our leading tourism expert and is the Account Director over the Utah Office of Tourism client. He came to Struck after 10 years in tourism marketing for a number of clients including the Idaho Travel Council, Sun Valley Company, and Bogus Basin Mountain Recreation Area.

The work he's contributed to has been recognized by the U.S. Travel Association and the Hospitality Sales and Marketing Association International. Over the past 10 years he has established himself as a travel and tourism thought leader not only with his clients but in the industry as well.

2.1 Mandatory Requirements



Jennifer Hughes Director of Strategic Planning

With a career that spans both client-side and agency marketing, Jennifer brings more than 20 years of experience in strategic branding to the Struck team and has been an invaluable asset to the team over the past two years. Her background involves brand leadership in both traditional and digital media with clients including Microsoft, MasterCard, Verizon Wireless, Intel, HP, IBM and Cisco. Jennifer has worked as a marketing contractor for a number of years and spent nearly 10 years in strategy and account planning with McCann-Erickson and MRM Worldwide. Driven to uncover key strategic insights for clients, Jennifer has a deep research background and has also earned multiple industry rewards for success in marketing communications and public relations.



Katherine Cochran Director of Production

With over 16 years of project management experience, Katherine started out in the telecom industry before going on to spend the last 10 years in the marketing industry, working with clients like Visa, Allstate Insurance, Dreamworks, Disney, Nickelodeon Animation Studio, Hewlett Packard, Columbia Sportswear, Mountain Hardwear, Nike and ASICS. She has been with Struck the past two years and has been critical in increasing agency-wide productivity and efficiency.

As Director of Production, Katherine leads Struck's team of producers ensuring the timely delivery of an outstanding product within budget parameters. She is also responsible for defining the project management philosophy and overall agency process with the executive team.

2.1 Mandatory Requirements

Samples of Work

We have read and acknowledged Section 2.1 regarding sample work. We will provide sample work as requested or required, that is part of any subsequent standard procurement process. For purpose of this RFSQ, we have included a number of work samples as reference in section 2.2.

2.1 Mandatory Requirements

Vendor Availability

Struck has offices in Los Angeles, CA and Portland, OR, but we're proud to have our roots and headquarters in Utah. We are available physically, by phone, and email during normal Utah business hours, Monday through Friday. We will respond to State of Utah Division of Purchasing inquiries within 24 business hours.

Salt Lake City, UT

159 W Broadway
Suite 200
Salt Lake City, UT 84101
+1 801 531-0122

Portland, OR

24 NW 1st Ave
Suite 270
Portland, OR 97209
+1 503 517-2526

Los Angeles, CA

12777 West Jefferson Blvd.
Building D, Floor 3
Los Angeles, CA 90066
+1 310 652-6825

2.2.1 Qualifications

Statement of Qualifications

Nearly 20 years ago, Struck (then known as Axiom Design Collaborative) was founded in Los Angeles. Today, we still maintain an office in Playa Vista—but our headquarters are in Salt Lake City, UT and we also have an office in Portland, OR.

A. Services offered: Per Attachment B, we offer our clients the following in-house services: Branding, Market Surveys, Advertising Media Recommendations, Ad Copywriting, Email Advertising, Print Media, Video Production and Editing, Digital Marketing, Social Media, Native Content Generation, Television/Radio Media, Out-of-Home Advertising, Trade Shows and Expos. Following Attachment B, we have included examples of work that have utilized these services.

B. Working with government, non-profit, and public entities: Our experience working with clients in these categories include the Utah Office of Tourism, Governor's Office of Economic Development, Utah Film Commission, Utah Department of Environmental Quality, Westminster College, University of Utah, Salt Lake Mayor's Office, Redevelopment Agency of Salt Lake (RDA), Utah Olympic Legacy Foundation, U.S. Speedskating, Ski Utah, Park City Institute, Park City Plaza, Repertory Dance Theater (Salt Lake), Mt. Hood Territory, and the Scottsdale Convention and Visitors Bureau.

C. Unique capabilities: In addition to the services listed on Attachment B, we also have experience in concepting, designing and building larger scale consumer experiences. These would include retail store and commercial space design, public art installations, and customized consumer experiences. Following Attachment B, we have included examples of work that have utilized these capabilities.

D. Handling multiple projects: With 20+ clients and a staff of 55, we are scaled to handle multiple projects simultaneously. Oftentimes a single client will engage us in multiple services like those listed in Attachment B.

ATTACHMENT C: STATEMENT OF QUALIFICATIONS

Attachment B

WA16016: Statewide Marketing and Advertising Firms

Main Services for Evaluation

Service Provided	Examples of Services Provided	Years of Experience (for key personnel AND number of years your organization has been in business)	Number of Relevant Projects in last 2 years
Branding	Strategy, brand communications, positioning, audience evaluation and tracking, graphic identity standards, brainstorming, trademark research and management, logo development, co-branding support, product/service launch planning and support	STRUCK: 20 years <u>Key Personnel</u> Brent Watts Scott Sorenson – 23 years Matt Manes - 17 years Tosh Brown - 17 years Jennifer Hughes -24 years Ben Peters - 17 years	13 Utah DEQ Kimono Scottsdale CVB Utah Office of Tourism (FYG/M5) Deer Valley Resort Solitude Bigsley Creminelli Universal Studios 21st Century Fox Columbus Pacific Properties Icon Fitness Nickelodeon Animation Studios
Market Surveys	Survey development, public opinion and awareness surveys, survey delivery options, focus group management, quantitative analysis, qualitative narratives, psychographics, advertising effectiveness studies	STRUCK: 5 years <u>Key Personnel</u> Jennifer Hughes - 24 years Ben Peters – 17 years Cody Simmonds 5 years	8 Scottsdale CVB Kimono Westminster College Creminelli Cosmic Run UOT Regent Street Park City Plaza
Public Relations	Strategy, press kit updates, email blasts, story development, copy writing, press release and media alerts distribution, media tours, crisis management, analytics, PSA development and placement, internal organization communications, video news releases, fielding and responding to media inquiries, media training, provision of media contact lists, media outreach, media monitoring / coverage analysis		

ATTACHMENT C: STATEMENT OF QUALIFICATIONS

Service Provided	Examples of Services Provided	Years of Experience (for key personnel AND number of years your organization has been in business)	Number of Relevant Projects in last 2 years
Advertising Media Recommendations	Marketing mix	STRUCK: 10 years <u>Key Personnel</u> Jeremy Chase: - 20 years Jennifer Hughes – 24 years Kylie Kullack – 13 years	4 Utah Office of Tourism Scottsdale CVB Creminelli Deer Valley Resort
Media Buying Capability	Media planning, negotiation of rates, placement of ads, obtaining value-add elements		
Ad Copy Writing	Development of written materials for ads, brochures, web sites	STRUCK: 20 years <u>Key Personnel</u> Matt Anderson – 14 years Alexandra Fuller – 17 years Ryan Coons – 5 years Matthew Reschke – 2 years	12 Utah Office of Tourism Deer Valley Resort Creminelli Scottsdale CVB Park City Institute Universal OC Tanner Lennar The Little Gym Jack in the Box Columbus Pacific Properties Sage
Email Advertising	List development, copy writing, graphic design, distribution, online staging, analytics	STRUCK: 10 years <u>Key Personnel:</u> Dustin Davis – 16 years Abe Levin – 16 years Nadya Bratt 6 years Joanna Papaleo 5 years Jordan Manke – 1 year Ryan Coons 5 years	4 Utah Office of Tourism Jack in the Box Lennar Sage
Print Media	Advertising development, brochure development, Point-of-sale displays, direct mail development, lead generation, analytics	STRUCK: 20 years <u>Key Personnel:</u> Scott Sorenson – 23 years Tosh Brown – 17 years Matt Manes 17 years Todd Downer -19 years Cody Simmonds – 5 years	4 UOT Creminelli City Creek Reserve OC Tanner Jewelers
Video Production and Editing	Script, filming, editing, art direction, production, sound mixing, b-roll management, management of sub-contractors	STRUCK: 10 years <u>Key Personnel:</u> Matt Anderson – 14 years Alexandra Fuller – 17 years Chris George – 3 years	9 Utah Office of Tourism Creminelli Cape Productions Nickelodeon Animation Studios Glasses.com Utah DEQ Scottsdale CVB Actual Experience Lennar

ATTACHMENT C: STATEMENT OF QUALIFICATIONS

Service Provided	Examples of Services Provided	Years of Experience (for key personnel AND number of years your organization has been in business)	Number of Relevant Projects in last 2 years
Digital Marketing	Multimedia presentations, on-line ad development, SMS marketing, channel selection and management, analytics, A/B testing	STRUCK: 10 years <u>Key Personnel:</u> Jennifer Hughes – 24 years Ben Peters – 17 years Dustin Davis – 16 years Abe Levin – 16 years Cody Simmonds – 5 years Joanna Papaleo – 5 years Jordan Manke – 1 year Nadya Bratt – 6 years Sarah Higgins Patrick Sullivan – 6 years Ryan Harmon	11 Utah Office of Tourism Creminelli Jack in the Box Deer Valley Resort Lennar OC Tanner Jewelers Icon Fitness The Little Gym Wildworks Sage Uinta
Social Media	Calendar/editorial plans, contests, newsfeed promotion, copy writing, posting services, monitoring of social channels, troll management, campaign analytics	STRUCK: 5 years <u>Key Personnel:</u> Jennifer Hughes – 24 years Ben Peters – 17 years Alexandra Fuller – 17 years Ryan Coons – 5 years Matt Reschke – 2 years Dustin Davis – 16 years Abe Levin – 16 years Cody Simmonds – 5 years	3 Lennar Jack in the Box The Little Gym
Native Content Generation	Content placed in advertorials, external web sites, creating content for organization's web site, writing and placing of blog posts and other social media posts	STRUCK: 10 years <u>Key Personnel:</u> Matt Anderson – 14 years Alexandra Fuller – 17 years Dustin Davis – 16 years	7 Utah Office of Tourism JITB Lennar The Little Gym Nickelodeon Animation Studios Uinta Denali
Television / Radio Media	Radio and TV spot scripting and production, tracking	STRUCK: 10 YEARS Key Personnel: Matt Anderson – 14 years Alexandra Fuller – 17 years Scott Sorenson – 23 years David Bunnell -10 years Ryan Coons – 5 years Chris George – 3 years	2 Utah Office of Tourism Sinclair Oil Scottsdale
Out-of-Home Advertising	Graphic design of billboards and signage, negotiation and placement with outdoor advertising companies	STRUCK: 10 years <u>Key Personnel:</u> Scott Sorenson – 23 years Dave Bunnell – 10 years Chris George – 3 years	4 Utah Office of Tourism Creminelli Deer Valley Resort Utah DEQ

ATTACHMENT C: STATEMENT OF QUALIFICATIONS

Service Provided	Examples of Services Provided	Years of Experience (for key personnel AND number of years your organization has been in business)	Number of Relevant Projects in last 2 years
Trade Shows and Expos	Booth design, pre-show and in-show promotions, booth storage and logistics, pre-show management	STRUCK: 20 years <u>Key Personnel:</u> Brent Watts Scott Sorenson 23 years Matt Manes – 17 years Todd Downer – 19 years	3 McDonalds Creminelli Westfield

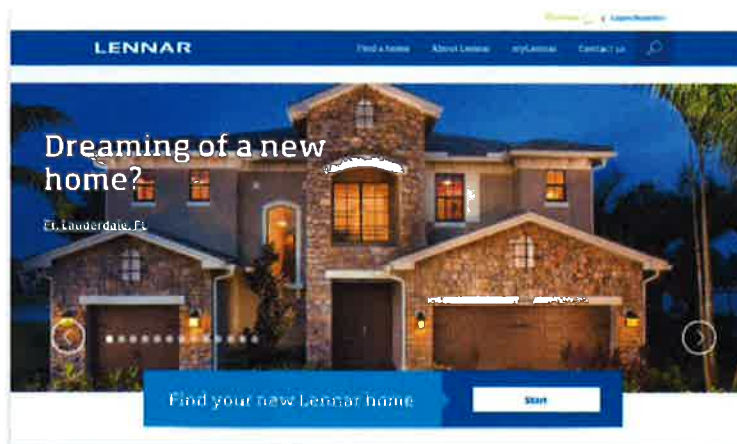
- Digital Marketing
- Native Content Generation
- Social Media
- Video Production and Editing

2.2.1 Qualifications

*Lennar
Homes*

Summary:

Lennar is a national, industry-leading homebuilder based in Miami, Florida. Their past site did not accurately represent the innovative, smart homebuilder that they are. With goals to improve brand perception, user experience and lead conversion, we worked to restructure and redesign their massive website. With a strong digital and social strategy, we developed new information architecture, user experience and custom content for a beautiful, smart, navigable, responsive website. www.lennar.com



ATTACHMENT C: STATEMENT OF QUALIFICATIONS

LENNAR

Core Branding

Core Branding Logo

LENNAR

Secondary Branding Logo

LENNAR

LENNAR

LENNAR

LENNAR

LENNAR

Core Branding

Core Branding Typography

Primary Colors

Secondary Colors

Accent Colors

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LENNAR

Core Branding

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ATTACHMENT C: STATEMENT OF QUALIFICATIONS

Services Provided (Attachment B)

- Digital Marketing
- Native Content Generation
- Ad Copy Writing
- Advertising Media Recommendations
- Email Advertising
- Print Media
- Branding
- Television/Radio Media
- Out of Home Advertising
- Video Production and Editing

2.2.1 Qualifications

*Utah
Office of
Tourism:
The
Mighty
Five®*

Summary:

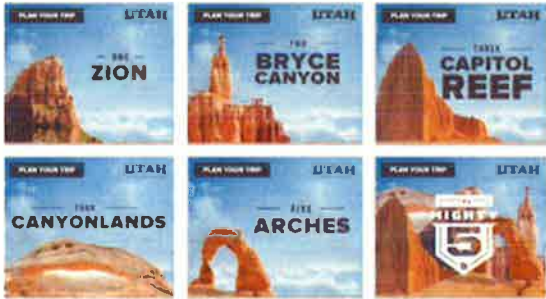
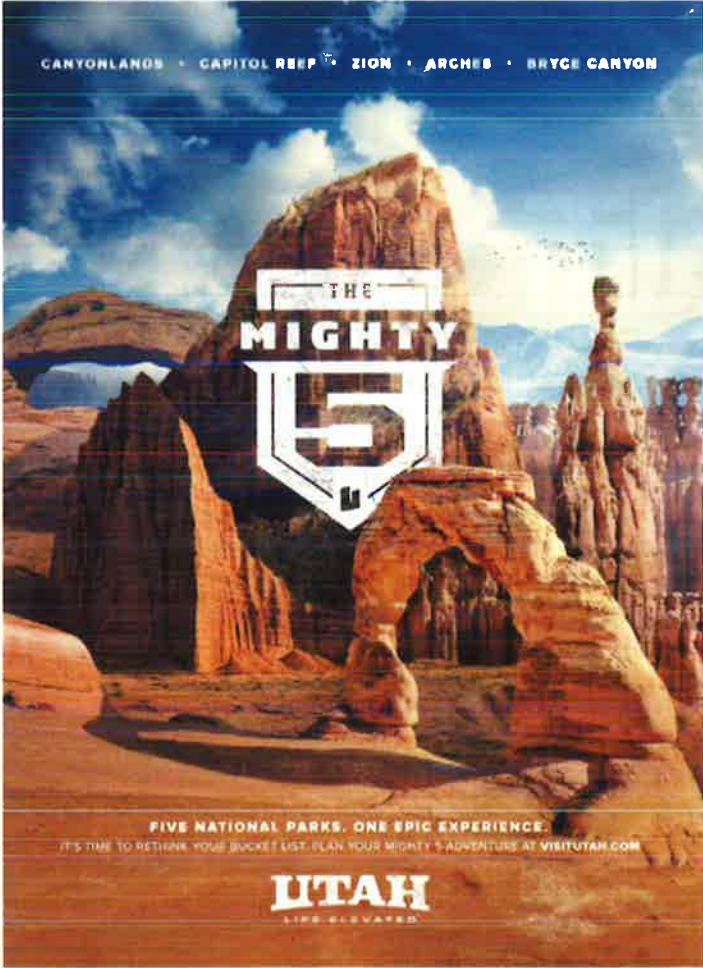
Travelers live in three exploratory worlds—Dreaming, Planning and Experiencing/ Sharing. As the agency of record for the Utah Office of Travel and Tourism, we had a singular focus—get people to dream about Utah. Knowing that our core audience wanted what Utah has to offer, the insight was simple: Tell the story of an epic adventure that couldn't be experienced anywhere else.

Travelers can scale mountains in Colorado. They can tiptoe across the red-rock in Arizona. They can fish and hike in Montana. But there's only one state that boasts a handful of national parks within striking distance of each other. Only one state offers the chance to experience the Mighty Five.

The plan was an all-out blitz, with a media plan (more on that later) and a strategic target unlike anything Utah had ever attempted. We focused on markets within reasonable driving distance (California, Oregon, Washington)—and other emerging markets within the western United States. Anchored by an anthemic broadcast spot, the multi-channel campaign delivered rich-media advertising, digital display, traditional out-of-home, digital out-of-home and a number of print placements.



ATTACHMENT C: STATEMENT OF QUALIFICATIONS



ATTACHMENT C: STATEMENT OF QUALIFICATIONS



ATTACHMENT C: STATEMENT OF QUALIFICATIONS



ATTACHMENT C: STATEMENT OF QUALIFICATIONS

- Digital Marketing
- Native Content Generation
- Ad Copy Writing
- Advertising Media Recommendations
- Email Advertising
- Print Media
- Branding
- Television/Radio Media
- Out of Home Advertising
- Video Production and Editing
- Social Media

2.2.1 Qualifications

*Utah
Office of
Tourism:
Find Your
Greatest*

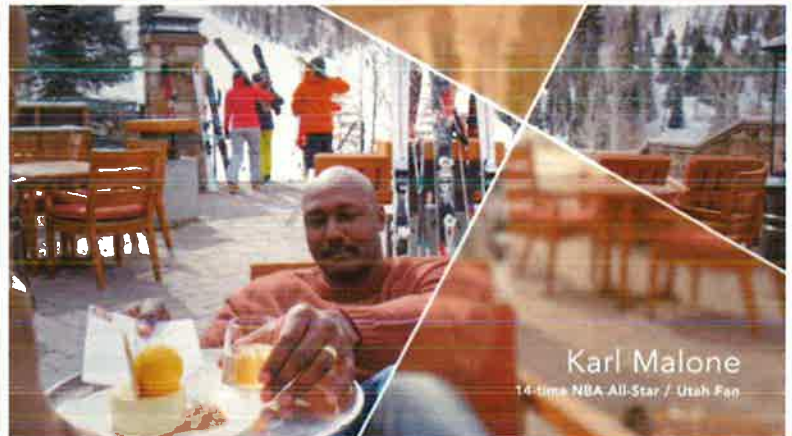
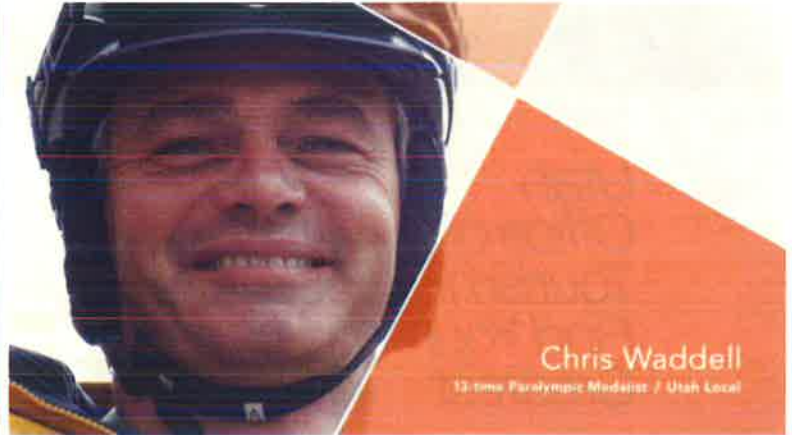
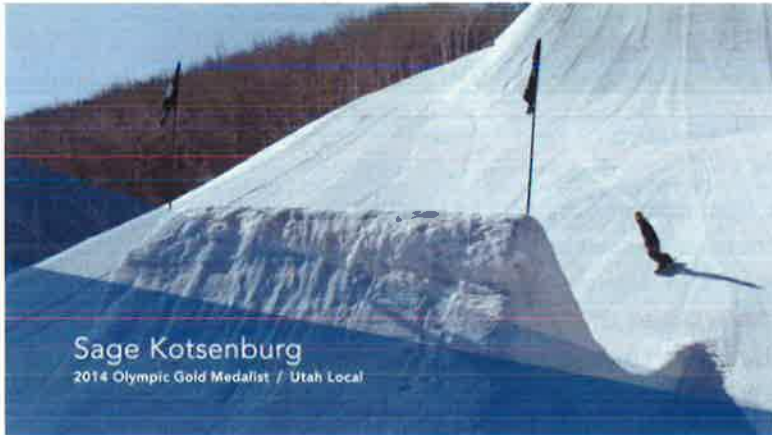
Summary:

For years, the primary message for Utah's winter campaign focused on accessibility—nearly a dozen resorts within 45 minutes of the Salt Lake International airport, more terrain than any other state, great bars and restaurants slope-side and just down the road in Salt Lake City. But that message lacked an emotional punch. Similarly, the iconic tagline “The Greatest Snow on Earth” needed a stronger connection to the audience. Why is it great? How will I know it's great?

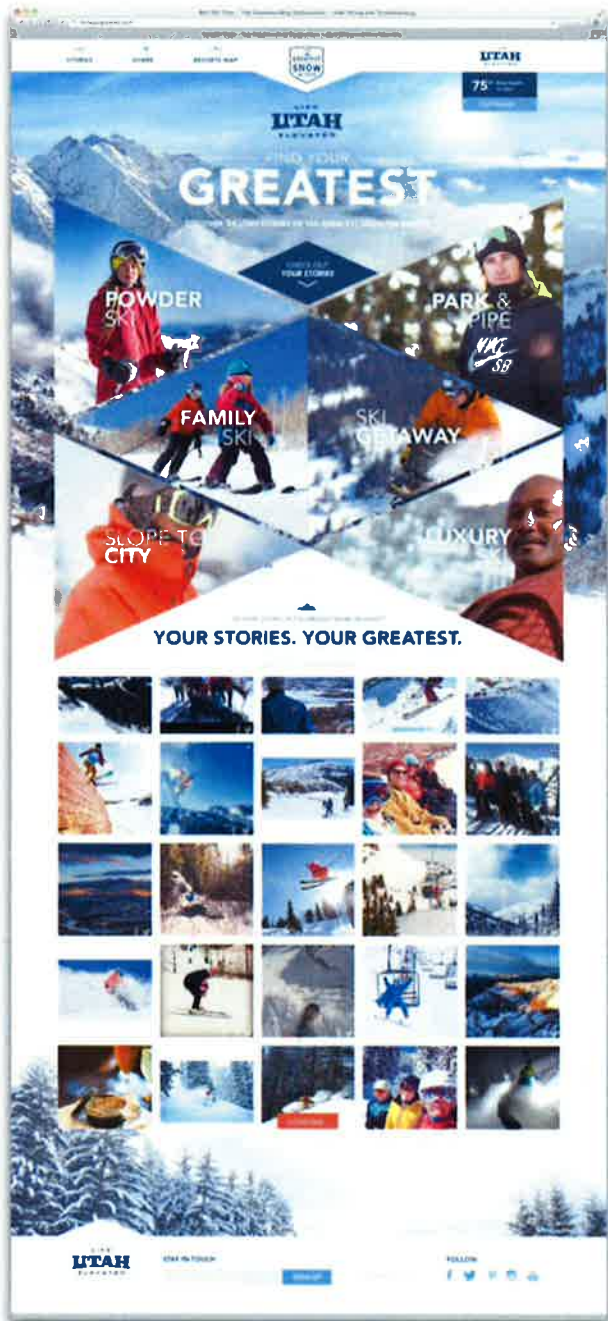
Defining “the greatest” became a matter of telling a number of unique and personal stories. In a new approach for the Utah Office of Tourism, the Find Your Greatest campaign relied heavily on digital platforms and delivery. In essence, the media and creative strategy outlined a true multi-channel blitz. We created assets that could be delivered across all media—ensuring that the campaign found our core audience no matter where they were—TV, OOH (traditional/digital), social, online, print, etc.



ATTACHMENT C: STATEMENT OF QUALIFICATIONS



ATTACHMENT C: STATEMENT OF QUALIFICATIONS



ATTACHMENT C: STATEMENT OF QUALIFICATIONS



ATTACHMENT C: STATEMENT OF QUALIFICATIONS

I've skied all over the world
and there's a reason they say Utah has

THE GREATEST SNOW ON EARTH[®]

When I drop into my first turn back home and the sun
hits the spray, I swear I'm no longer skiing.
I'm flying. I'm floating. Defying every
law of physics and gravity.

I'm Sierra and this is my Greatest.

Sierra Quitiquit
PRO SKIER FASHION MODEL UTAH LOCAL

FIND YOUR GREATEST AT SKIUTAH.COM

SKI  UTAH
LIFE **UTAH**
ELEVATED

ATTACHMENT C: STATEMENT OF QUALIFICATIONS

Sage Kotsenburg
2014 OLYMPIC GOLD MEDALIST UTAH LOCAL

I've competed in parks across
the planet. Stomped the Holy Crail,
and brought back gold from Sochi.
But there's a reason I keep coming home to

THE GREATEST SNOW ON EARTH[®]

When I strap in and let go, everything else just
melts away. And all that's left is pure stoke.

I'm Sage and this is my Greatest.

FIND YOUR GREATEST AT SKIUTAH.COM

SKI UTAH
THE GREATEST SNOW ON EARTH

LIFE
UTAH
ELEVATED

ATTACHMENT C: STATEMENT OF QUALIFICATIONS



I've spent years floating through Utah's powder, soaring down its steeps, carving across its corduroy.

But when my daughter flew by me for the first time, yelping with joy in the clear mountain air, I really understood why they call it

THE GREATEST SNOW ON EARTH[®]

I'm Jill and this is my Greatest.

FIND YOUR GREATEST AT SKIUTAH.COM

SKI UTAH
THE BACKCOUNTRY.COM COMPANY

LIFE UTAH
ELEVATED

Jill Layfield

MOTHER OF TWO | BACKCOUNTRY.COM CEO | UTAH LOCAL

- Branding
- Market Surveys
- Consumer/Retail Experience

2.2.1 Qualifications

*Regent
Street*

Summary:

By summer 2016, downtown Salt Lake City will introduce a new, revamped Regent Street as part of its appeal. In partnership with GSBS Architects and VODA Landscape and Planning, Struck's role was to brand and position Regent St., and help design a unique and engaging environment for passersby, performing arts patrons and shoppers alike. The end goal of the redevelopment is to attract tourists and locals alike to Salt Lake's evolving downtown corridor, and introduce a distinctive experience. When complete, Regent St. will include retail, dining and a public plaza, all flanking the city's new flagship performing arts center.



ATTACHMENT C: STATEMENT OF QUALIFICATIONS

On Regent BRAND IDENTITY GUIDELINES

Primary vs. Secondary

1

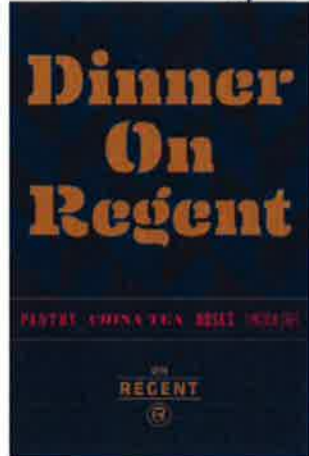
ON REGENT PRIMARY

For specific and common applications, refer to the guidelines governing the use of the On Regent Brand Identity Guidelines. For the On Regent Brand Identity Guidelines, visit www.onregent.com.

For more information, visit www.onregent.com.



PEDESTRIAN TRAFFIC ONLY



For more information, visit www.onregent.com.



For more information, visit www.onregent.com.

2

ON REGENT SECONDARY

For specific and common applications, refer to the guidelines governing the use of the On Regent Brand Identity Guidelines. For the On Regent Brand Identity Guidelines, visit www.onregent.com.



For more information, visit www.onregent.com.



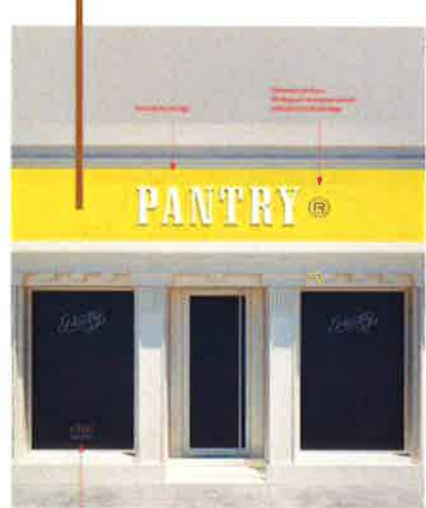
For more information, visit www.onregent.com.

On Regent BRAND IDENTITY GUIDELINES

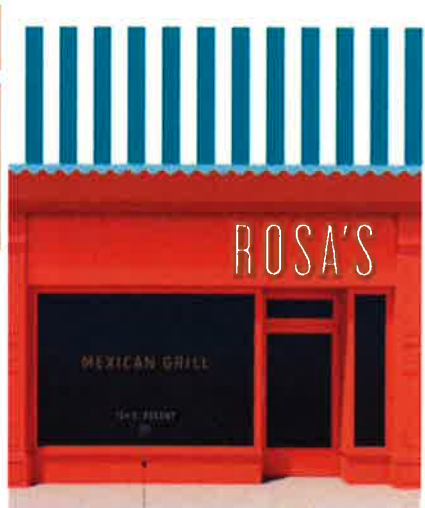
Signage



For more information, visit www.onregent.com.



For more information, visit www.onregent.com.



For more information, visit www.onregent.com.

A RETAIL DISTRICT

NOTES

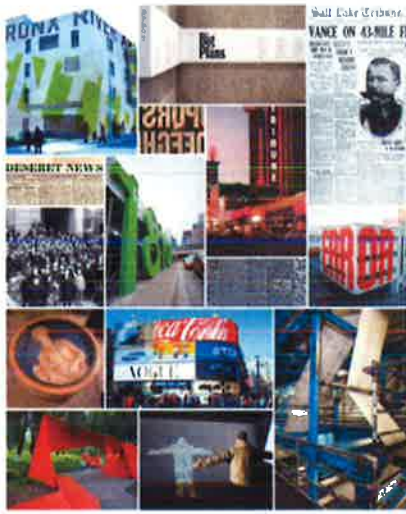
- 1. The On Regent Brand Identity Guidelines are designed to provide a clear and consistent visual identity for the On Regent Brand across all applications.
- 2. The guidelines are intended to be used as a reference and not as a strict rulebook.
- 3. The guidelines are subject to change without notice.
- 4. For more information, visit www.onregent.com.

ATTACHMENT C: STATEMENT OF QUALIFICATIONS

On Request: BRAND IDENTITY COLLECTIONS

HEADLINE NEWS

Discovery, Anticipation

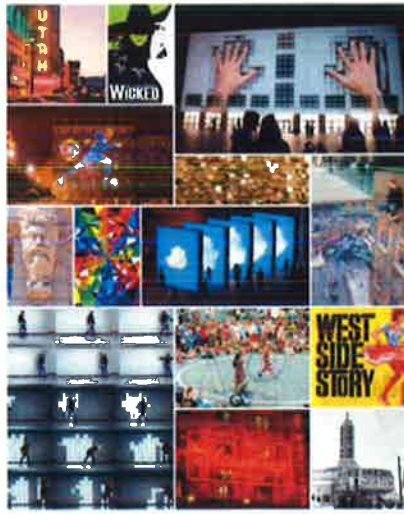


THEMATIC GUIDEPOSTS

03- HEADLINE NEWS
 Goal: Discovery, Anticipation
 Plan: Inspired by the way we catch up on the news. The focus will be on the most recent headlines and the most interesting stories.

STREET THEATER

Experience, Wonder



04- STREET THEATER
 Goal: Experience, Wonder
 Plan: Inspired by the performances and the vibrant colors of the street theater.

MULTICULTURALISM

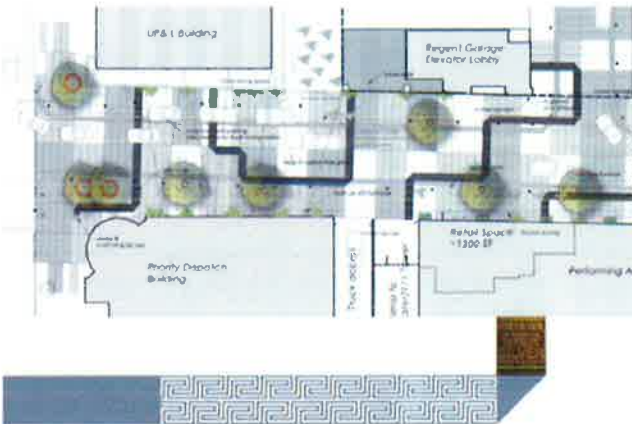
Diversity, Legacy



05- MULTICULTURALISM
 Goal: Diversity, Legacy
 Plan: Incorporating the diverse cultures and the legacy of the building.

On Request: BRAND IDENTITY COLLECTIONS

Dynamic Press Sheet



from here, I can see...



A (DYNAMIC PATHWAY)

...and the building's facade is a dynamic pathway that connects the building to the street and the surrounding community. The building's facade is a dynamic pathway that connects the building to the street and the surrounding community. The building's facade is a dynamic pathway that connects the building to the street and the surrounding community.

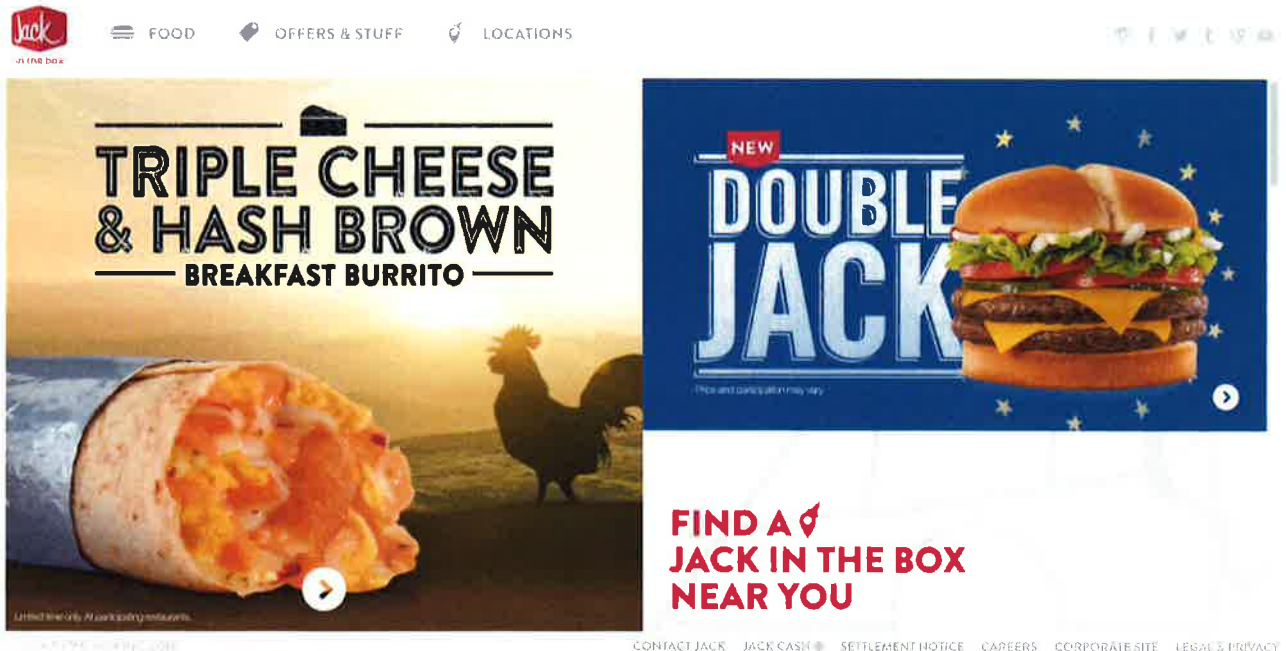
- Digital Marketing
- Email Advertising
- Native Content Generation
- Ad Copy Writing

2.2.1 Qualifications

Jack in the Box

Summary:

With one of the longest-running continuous campaigns in the advertising world and a brand that inspires endless devotion among fast food lovers, Jack in the Box was looking to take the next step. With the exception of a few small stunts (hitting Jack with a bus!) and a slew of banner ads, the brand had made very little headway in the digital world. They searched for an agency that could bring the same level of creativity to their digital presence as they had in their traditional advertising campaigns for years. After a competitive review, Jack in the Box chose Struck as their digital agency of record in November of 2011.



ATTACHMENT C: STATEMENT OF QUALIFICATIONS

jack **FOOD** **OFFERS & STUFF** **LOCATIONS**

NEW DOUBLE JACK

Limited time only. Price and participation may vary.

BREAKFAST CROISSANTS

SALISAGE

12403 WASHINGTON PL

YOUR NEAREST LOCATION

THE BITE

#DECLARATIONOFDELICIOUS

NEW DOUBLE JACK

CHECK IT OUT

REVOLUTIONIZE THYSELF

HAS OUR MUM

DOUBLE JACK™

They say Jack's burger. This is a declaration of delicious. This says "I'm a burger with American goodness, made with fresh, hand-cut beef, cheddar, lettuce, tomato, onion, pickles, and ketchup. It's a burger, baby. And it's delicious. And it's Jack's burger. It's the best burger in the world. It's the best burger in the world. It's the best burger in the world."

FIND A JACK IN THE BOX NEAR YOU

GREAT OFFERS & STUFF

ENTER YOUR INFO TO UNLOCK DEALS & MAKE YOUR INBOX MORE DELICIOUS

Email Address OR Mobile Number

Hashtag by @jackinthebox

LOCATION FINDER

Find a Jack in the Box near you

Find an location

USA

Find location

ATTACHMENT C: STATEMENT OF QUALIFICATIONS



ATTACHMENT C: STATEMENT OF QUALIFICATIONS



- Branding
- Market Surveys
- Consumer/Retail Experience
- Digital Marketing
- Native Content Generation
- Ad Copy Writing

2.2.1 Qualifications

TCBY

Summary:

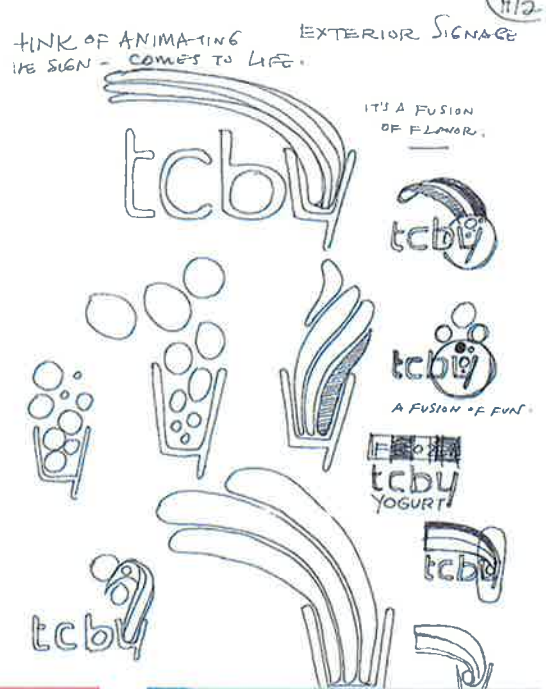
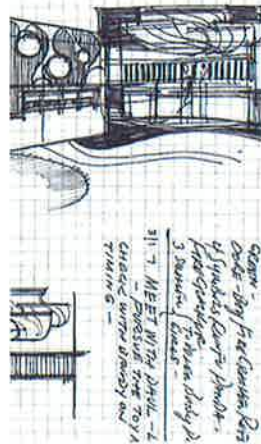
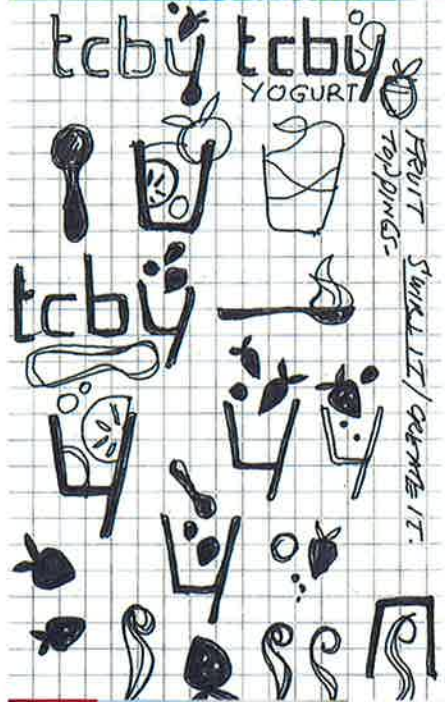
TCBY created the frozen yogurt category, and yet past branding efforts focused on presenting the product as a tasty rather than healthy. Our task was to refresh and reintroduce a new TCBY to better compete with successful upstarts (Pinkberry, Red Mango, etc.) and reenergize their consumer base. Our goal was to establish a new branding standard for the franchise and stimulate consumers to reconsider TCBY. Our target was women 18–39, with an emphasis on young, on-the-go mothers. We created a completely rebranded customer experience that blended a healthy vibe with a modern DIY, self-serve model that empowered consumers to create their own specialized favorites.



ATTACHMENT C: STATEMENT OF QUALIFICATIONS



ATTACHMENT C: STATEMENT OF QUALIFICATIONS



tcbu
frozen yogurt



- Branding
- Ad Copy Writing
- Video Production and Editing
- Digital Marketing

2.2.1 Qualifications

*Canadian
Mountain
Holidays*

Summary:

It was time to re-define what the CMH Heli-Skiing experience entailed. We re-positioned CMH Heli-Skiing with three pillars: the camaraderie between guests and CMH guides and staff. A wild mountain setting with amenities like gourmet food, spa, and lodge activities. And certainly, the thrill of finding and skiing unparalleled, untracked powder that can only be found in the Canadian Rockies. We called the campaign Take Flight, using emotional video and photographic content that anchored CMH's earned and paid media, as well as developing a Campaign Guide to help their in-house team create assets to support future efforts.



- Branding
- Consumer Experience design/build-out

2.2.1 Qualifications

University of Utah Athletics

Summary:

With other Pac-12 programs already sporting immense and notable facilities, and more on the way, the Utes were facing an uphill battle. Recruiting was going to get more competitive and on-field action was only going to intensify. Struck got to work with our partners to bring a 100-year old legacy to life, while working with a budget that paled in comparison to those of its rivals. Football is all about emotion and each of our decisions were infused with this adrenaline and vibe. Scale, speed, impact and power were all part of our design philosophy as we created the brand experience. The look of the brand was dated, so we took the opportunity to evolve it with custom type and patterns. We then applied the new brand to the Hall of Fame, a 4,000 sq. ft space that serves as the gateway into the rest of the building. As recruits and fans enter, the space immediately sets the tone by experiencing the 100-year legacy of University of Utah. The space is adorned in Utah colors and



ATTACHMENT C: STATEMENT OF QUALIFICATIONS



- Branding
- Consumer Experience design/build-out
- Digital Marketing
- Ad Copy Writing
- Native Content Generation
- Video Production and Editing

2.2.1 Qualifications

*Nickelodeon
Animation
Studios*

Summary:

Nickelodeon was established as a haven for “frustrated cartoonists swallowed up by the current studio system” (LA Times, 1991). Through our branding process we discovered that we needed to get back to that original spirit but express it in today’s vernacular. For the past two years we have worked with the studio to reflect the brand’s openness, collaboration and willingness to take risks. This was expressed through a brand essence, visual identity, branded collateral, spatial designs, recruitment campaign and website, which included the award winning recruitment video. www.nickanimationstudio.com



ATTACHMENT C: STATEMENT OF QUALIFICATIONS



- Consumer Experience design/build-out
- Trade Shows and Expos

2.2.1 Qualifications

McDonald's: **Summary:** *SXSW*

Here's a brand innovation challenge: you're a fast-food company sponsoring THE high-tech destination event for influencers worldwide. You're also not, shall we say, highly regarded by this demographic. Acceptance would require McDonald's to show it understood the culture of

SXSW, Austin's sense of place, and an organic embracing of technology. We also wanted to make sure we messaged what McDonald's stands for: The idea of creating your own taste.

We expanded on this, and allowed multi-user interactions with physical space to become part of the message: Interactive color-shifting LED **sculptures** and integrated VR showcases as part of our visual framework. Additionally, custom patterns, illustrations and branding materials

called back to SXSW and Austin. The result: people loved it.



ATTACHMENT C: STATEMENT OF QUALIFICATIONS



2.2.2 References



May 16, 2016

Re: STRUCK letter of reference

In fall of 2014, the Scottsdale Convention & Visitors Bureau (SCVB) issued an RFP requesting proposals from qualified agencies to develop a new brand positioning strategy for Scottsdale. With the help of a selection committee, STRUCK was selected for a combination of factors, but mostly STRUCK's proven background in tourism marketing, vast experience with both qualitative and quantitative research, and their track record of developing world-class creative for their clients. STRUCK's agency mantra is built on emotion – crafting work that connects with an audience on a level that goes beyond feature, function and price. The CVB's goal was to create a Scottsdale brand that resonates and makes an emotional connection with our customers for years to come, so we felt that STRUCK was the perfect partner to make this happen.

The entire brand process took approximately 18 months. STRUCK conducted extensive research and worked alongside the Scottsdale team to establish a brand that best conveys Scottsdale's personality and attributes. The project began with a comprehensive research initiative to gain a fresh perspective on the Scottsdale tourism brand. The research gathered feedback from 280 key tourism stakeholders, and nearly 2,000 previous and potential visitors to better understand current brand awareness and perceptions as well as traveler motivations. The research phase also included benchmarking against our competitive set. Following the brand research and analysis phase, STRUCK created a brand position, messaging and new logo – all of which were tested with consumers. The STRUCK team then created new print and digital ads, TV commercial, website and more. The print ads and TV commercial were tested with consumers before the final launch.

The Scottsdale Convention & Visitors Bureau is tremendously proud of the new brand and ad campaign developed by STRUCK and recommends their services to organizations seeking a partner that is visionary, strategic and delivers exceptional creative.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Caroline Stoeckel'.

Caroline Stoeckel
Vice President of Marketing
480-429-2246

Galleria Corporate Centre • 4345 N. Scottsdale Road, Ste. 170 • Scottsdale, Arizona, 85251 USA
tel: 480-421-1001 • 800-782-1117 • fax: 480-421-9733 • www.scottsdalecvb.com

2.2.2 References



DATE: 5/19/16

Cremellini Fine Meats

310 N. Wright Brothers Drive

Salt Lake City, Utah 84116

801-428-1820

SUBJECT: Letter of Reference for Struck

To whom it may concern:

I have worked with Struck on a weekly basis for the past 20 months on a wide variety of projects. For this letter of reference, I'll focus on two critical initiatives.

- 1) Branding & Package Design
- 2) Advertising Creative

The first project was a six-figure investment scoped to include brand research, brand architecture, logo development, visual identity, tone/voice and packaging design. Struck completed all elements of this project on time and either met or exceeded my expectations. The results from our new product launch also surpassed my objectives and I have the fantastic package design to thank for that.

The next project was the first ever marketing campaign for Cremellini. Struck developed compelling creative concepts for a number of different mediums such as outdoor billboards, pre-roll video, digital banner ads, trade show booths and social media, just to name a few. The results from our digital marketing campaign achieved 3X the industry average action rate in the first quarter. As the campaign grows, we have continued to see very favorable results.

Sincerely,

Jeff Fuller

CHIEF MARKETING OFFICER

EMAIL	PHONE	FAX	WEB	
310 Wright Brothers Drive Salt Lake City, UT 84116	info@creminelli.com	(801) 428-1820	(801) 401-7854	creminelli.com

2.2.2 References



Amy Christensen
Deputy Director of Communications | Brand Manager
Utah Department of Environmental Quality
Email: achristensen@utah.gov
Phone: 801-810-7269

May 22, 2016

To Whom It May Concern:

My primary role at the Department of Environmental Quality is that of managing both the agency's brand and its ongoing strategic message design. For the last two years, this has included helping DEQ, which is a 25 year-old established department of state government with regulatory and outreach functions, determine its position with stakeholders and the general public it serves. As a pivotal part of creating a public awareness shift and a perception improvement for all with whom we work, careful consideration was given to which creative agency to engage, and Struck was chosen.

Working with the Struck team through all phases of the Department's rebrand campaign, from research and strategy, to visual identity and mantra video, I have become well acquainted with the abilities and professionalism of the agency and have been nothing but pleased. Struck's ability to translate DEQ's needs into an effective, goal-oriented campaign has been top-notch. DEQ has realized a substantial measurable up-tick in campaign objectives and results in just six months since the campaign launch, and still climbing. Additionally, Struck's insightful collaboration with our staff, as well as their stellar management of the important logistics and financial matters associated with such a project have exceeded our expectations.

As a 17-year marketing communications professional, I can recommend Struck without reservation as one of the finest creative agencies I have ever worked with. I can wholeheartedly assert that their customer service and ability to stay on budget is the best in the businesses, in my experience.

I am happy to elaborate further or answer any questions you might have concerning DEQ's work with Struck. I am not only pleased to recommend their team, but look forward to continuing our work with them on several brand-related projects in the months ahead.

Sincerely,

Amy Christensen
DEQ Deputy Director of Communications | Brand Manager

2.2.2 References

Government, non-profit, public entity clients from past two years

Utah Office of Tourism

Dave Williams
801-538-1317
dmwilliams@utah.gov

Utah Film Commission

Virginia Pearce
801-538-8740
vpearce@utah.gov

Utah Department of Environmental Quality

Amy Christensen
801-536-4482
achristensen@utah.gov

Westminster College

Sheila Rappazzo Yorkin
801-832-2685
syorkin@westminstercollege.edu

Utah Olympic Legacy Foundation

Colin Hilton
435-658-9137
chilton@uolf.org

Salt Lake Mayor's Office

Katherine Potter
801-535-7936
katherine.potter@slcgov.com

Redevelopment Agency of Salt Lake (RDA)

Justin Belliveau
801-535-7217
justin.belliveau@slcgov.com

Park City Institute

Teri Orr
435-640-3142
torr@parkcity.institute

Scottsdale Convention and Visitors Bureau

Caroline Stoeckel
480-429-2246
cstoeckel@scottsdalecvb.com

Repertory Dance Theatre

Linda Smith
801-534-1000
lcs@rdtutah.org

Attachment D: Instructions for Use of Approved Vendor List of Marketing and Advertising Services

In order to maintain fair and equitable opportunity to compete for projects under the open-ended Approved Vendor List for Marketing and Advertising Services, Eligible Users must adhere to the following steps in assigning projects to the vendors:

1. Eligible Users must develop a scope of work and a cost proposal form.
2. Eligible Users must then submit the scope of work and cost proposal form to each approved vendor in the category which provides the requested service. See Attachment B for confirmation of vendor's qualified categories.
3. In submitting a scope of work and cost proposal form to the Vendors, Eligible Users must describe how the Vendor's response will be evaluated, how cost will be evaluated, and provide a deadline in which Vendors must submit responses. Eligible Users must allow Vendors a minimum of seven (7) days to submit responses.
4. Eligible Users must follow the Utah Procurement Code in evaluating bids.
 - a. For assignments of work under \$100,000.00 Eligible Users may follow Administrative Rule R33-4-108 for Small Purchases of Professional Service Providers and Consultants.
 - b. For assignments of work over \$100,000.00 Eligible Users must use UAC 63G-6a Part 7 Request for Proposals of the Utah Procurement Code.

Vendors will not be allowed to negotiate additional terms and conditions based on the scope of work and the project assigned.

The State of Utah Division of Purchasing may assist Eligible Users in using the open-ended Approved Vendor List.

Note: Eligible Users cannot use the open-ended Approved Vendor List for Marketing and Advertising Services without awarding a scope of work.