



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 2

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 250649

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0705

Vendor ID: 000000109305

SO Doc ID: LOT1700000002

Legal Name: MANAHAN GROUP

Published Date: 11/30/16

Alias/DBA: MANAHAN & PAULEY LLC

Close Date: 12/7/16

Total Bid: \$0.00

Close Time: 13:30

Response Date: 12/06/2016

Status: Closed

Response Time: 16:30

Solicitation Description: ADDENDUM NO. 2 - MARKETING & ADVERTISING

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 250649

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

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-12-07 13:30:00	SR 0705 ESR12051600000002545	1

VENDOR
000000109305 MANAHAN GROUP MANAHAN & PAULEY LLC

Solicitation Number: CRFQ 0705 LOT1700000002

Total Bid : \$0.00 **Response Date:** 2016-12-06 **Response Time:** 16:30:19

Comments: No purchase discounts will be offered.

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

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	ADVERTISING SERVICES	0.00000	HOUR	\$399,875.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82101800			

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

Comments: Please see the attached Cost Sheet for a breakdown of hourly rates and Media Add-On. The delivery days vary by individual item, but The Manahan Group agrees to adhere to all delivery schedule requirements as set forth in the RFQ by The WV Lottery as well as response time schedules, and scheduled payments to vendors. The amount of the bid is \$399,875.00 and the cost sheet and technical proposal have been attached.

RESPONSE TO REQUEST
FOR QUOTATION

WEST VIRGINIA LOTTERY
MARKETING + ADVERTISING

CRFQ 0705LOT1700000002

DUE: 12.7.16

THE MANAHAN GROUP

222 CAPITOL STREET, STE 400 / CHARLESTON, WV 25301
P: 304.343.2800 / F: 304.343.2788 / MANAHANGROUP.COM



Table of Contents

Page Number	Description
1	Table of Contents
2-4	Pages 1 thru 3 of the original solicitation with Signature/FEIN#/Date
5	Commercial General Liability Insurance/Property Insurance/Public Liability Insurance
6	West Virginia Business License
7	Workers Compensation Insurance
8	Contract Manager (Page 36 from RFQ)
9	Vendor Preference Certificate (Page 39 from RFQ)
10	Designated Contact Person and Certification and Signature (Page 41 from RFQ)
11	Purchasing Affidavit (Page 42 from RFQ)
12-21	Addendum 1
22-33	Addendum 2
34	Section 3 Qualifications (Pages 24-26 from RFQ)
35-36	Section 4 Mandatory Requirements (Pages 26-32 from RFQ)
37-43	Performance Bond
Attached Separately	Cost Page (The Cost Page has been attached separately)



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

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

Proc Folder: 250649

Doc Description: RFQ - MARKETING & ADVERTISING SERVICES


Proc Type: Central Master Agreement

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

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

VENDOR
Vendor Name, Address and Telephone Number:

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

Signature X 	FEIN # 20-0201317	DATE 12/5/2016
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All offers subject to all terms and conditions contained in this sr

The Manahan Group
 FEIN #20-0201317
 CRFQ 0705 LOT1700000002

FORM ID : WV-PRC-CRFQ-001

ADDITIONAL INFORMATION:

Request for Quotation

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

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

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

Comm Code	Manufacturer	Specification	Model #
82101800			

Extended Description :

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

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002

LOT1700000002	Document Phase Draft	Document Description RFQ - MARKETING & ADVERTISING SERVICES	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002

Client#: 877411

18MANAHGRO

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2016

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

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

PRODUCER BB&T-Carson Insurance Services 601 Tennessee Avenue Charleston, WV 25302 304 346-0806	CONTACT NAME: Shelley Newman
	PHONE (A/C, No, Ext): 304 340-6960 FAX (A/C, No): 8887513002 E-MAIL ADDRESS: shelley.newman@bbandt.com
INSURED The Manahan Group LLC 222 Capitol Street Suite 400 Charleston, WV 25301-2206	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Cincinnati Insurance Company 10677
	INSURER B: AXIS Insurance Company 37273
	INSURER C:
	INSURER D:
	INSURER E:


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ECP0264067	07/30/2014	07/30/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ECP0264067	07/30/2014	07/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	ECP0264067	07/30/2014	07/30/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab Errors/Omissions			MCN000131221601	07/30/2016	07/30/2017	1,000,000 Deductible 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 West Virginia Lottery Commission is additional insured as respects General Liability coverage.

CERTIFICATE HOLDER **CANCELLATION**

West Virginia Lottery Commission Purchasing Division 900 Pennsylvania Avenue Charleston, WV 25302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01) 1 of 1
 #S17184717/M16963484

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The Manahan Group
 FEIN #20-0201317
 CRFQ 0705 LOT170000002

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**MANAHAN GROUP LLC THE
DBA MANAHAN GROUP THE
222 CAPITOL ST 400
CHARLESTON, WV 25301-2215**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1008-7832

This certificate is issued on: **11/16/2010**

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

atL006 v.4
L1514938112

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2016

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <hr/> <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Hartford Insurance Company of the Midwest</td> <td style="text-align: center;">37478</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Insurance Company of the Midwest	37478	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Insurance Company of the Midwest	37478														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED The Manahan Group DBA: The Manahan Group 222 CAPITOL ST STE 400 Charleston, WV 25301															

COVERAGES **CERTIFICATE NUMBER: 586420** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	N	76WEGGB4885	10/15/2016	10/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

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

CERTIFICATE HOLDER WV Lottery Attn: Purchasing Agent 900 Pennsylvania Avenue Charleston, WV 25302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT170000002

REQUEST FOR QUOTATION
MARKETING & ADVERTISING SERVICES

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate Cancellation of the Contract.

10.2.2 Immediate Cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: GEORGE B. MANAHAN

Telephone Number: 304-343-2800

Fax Number: 304-343-2788

Email Address: GMANAHAN@MANAHANGROUP.COM

LANGUAGE TO BE INSERTED INTO THE TERMS AND CONDITIONS.

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

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

Failure to respond to a request for on-site staff within the specified sixty (60)

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002

WV-10
Approved / Revised
12/16/15

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Page #9

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: THE MANAHAN GROUP


Signed: [Signature]

Date: 12/5/2016

Title: OWNER/CEO

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

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

 OWNER/CEO
(Name, Title)
GEORGE B. MANAHAN, OWNER/CEO
(Printed Name and Title)
222 CAPITOL ST STE 400, CHARLESTON, WV 25301
(Address)
304-343-2800 / 304-343-2788
(Phone Number) / (Fax Number)
G.MANAHAN@MANAHANGROUP.COM
(email address)

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

THE MANAHAN GROUP
(Company)
 OWNER/CEO
(Authorized Signature) (Representative Name, Title)
GEORGE B. MANAHAN OWNER/CEO
(Printed Name and Title of Authorized Representative)
12/5/2016
(Date)
304-343-2800 / 304-343-2788
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: THE MANAHAN GROUP
Authorized Signature: [Signature] Date: 12/5/16

State of West Virginia

County of Kanawha, to-wit:

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

My Commission expires July 13, 2019, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature: Marissa B...

Purchasing Affidavit (Revised 08/01/2015)





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

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

Proc Folder: 250649

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

Proc Type: Central Master Agreement

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

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

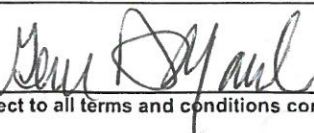
Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers

(304) 558-2063

michelle.l.childers@wv.gov

Signature X 

FEIN # 200201317

DATE 12/5/2016

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

The Manahan Group
 FEIN #20-0201317
 CRFQ 0705 LOT1700000002

FORM ID : WV-PRC-CRFQ-001

ADDITIONAL INFORMATION:

Addendum

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

Request for Quotation

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

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV 25327-2067	CHARLESTON	WV 25302
US		US	

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

Comm Code	Manufacturer	Specification	Model #
82101800			

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

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002

SOLICITATION NUMBER: CRFQ LOT1700000002

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish pre-bid sign-in sheet.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Revised 6/8/2012

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002

Page #15

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: CRFQ LOT17*2

Date: 11-16-2016

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV LOTTERY
Firm Address:	900 PENNSYLVANIA AVENUE CHARLESTON WV 25302
Representative Attending:	BECKY JONES
Phone Number:	(304)558-0500 EXT 242
Fax Number:	(304)558-4183
Email Address:	bjones@wvlottery.com

Firm Name:	Fehlgen Mortha
Firm Address:	213 Hill Street Charleston, WV 25301
Representative Attending:	Matt Smith
Phone Number:	304-340-8091
Fax Number:	855-85-4082
Email Address:	Matt.Smith@fehlgem.com

Firm Name:	The Manahan Group
Firm Address:	222 Capitol Street Suite 400 Charleston, WV 25301
Representative Attending:	Alaina Moore
Phone Number:	304-343-2800
Fax Number:	304-343-2788
Email Address:	amoore@manahangroup.com

Firm Name:	BARNES AGENCY
Firm Address:	304-550-6550 949 Third Ave Suite C Huntington, WV 25701
Representative Attending:	JEFF BARNES
Phone Number:	304-550-6550
Fax Number:	
Email Address:	jbarnes@jbarnes.com

Firm Name:	THE MANAHAN GROUP LLC
Firm Address:	222 CAPITOL ST STE 400 CHARLESTON WV 25301
Representative Attending:	RON SARRISTO
Phone Number:	304-343-2800
Fax Number:	304-343-2788
Email Address:	RSARRISTO@MANAHANGROUP.COM

Firm Name:	BULLDOG CREATIVE SERVICES
Firm Address:	1400 COMMERCIAL AVE HUNTINGTON, WV 25701
Representative Attending:	CHRIS MICHAEL
Phone Number:	304-525-9600
Fax Number:	304-525-4043
Email Address:	cmichael@bulldogcreative.com

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: _____

Date: _____

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV LOTTERY
Firm Address:	900 PENNSYLVANIA AVENUE CHARLESTON WV 25302
Representative Attending:	BECKY JONES
Phone Number:	(304)558-0500 EXT 242
Fax Number:	(304)558-4183
Email Address:	bjones@wvlottery.com

Firm Name:	DIGITAL RELATIVITY
Firm Address:	129 S. COURT ST. UNIT B. FAYETTEVILLE, WV 25840
Representative Attending:	PAT STRADER
Phone Number:	304-663-6890
Fax Number:	304-663-6890 304-397-8643 215-318-0946
Email Address:	pat@digitalrelativity.com

Firm Name:	Fuse Ideas
Firm Address:	8 Winchester Place Winchester, MA 10890
Representative Attending:	Kimberly Kelley
Phone Number:	617-776-5800
Fax Number:	617-776-5812
Email Address:	

Firm Name:	Stonewall Group
Firm Address:	154 1/2 Front St. Marietta, OH 45750
Representative Attending:	Kate Wist
Phone Number:	740-373-2334
Fax Number:	
Email Address:	kwist@stonewallgroup.com

Firm Name:	ASHER AGENCY
Firm Address:	117 SUMMIT ST. CHARLESTON WV 25301
Representative Attending:	STEVE MORRISON
Phone Number:	304-341-1668
Fax Number:	681-265-2245
Email Address:	stevem@asheragency.com

Firm Name:	MESH Design & Development
Firm Address:	303 Washington St. West Charleston, WV 25302
Representative Attending:	JOSH DADD
Phone Number:	304 941 8269
Fax Number:	
Email Address:	JOSH DADD@MESH FRESH.COM

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: _____

Date: _____

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV LOTTERY
Firm Address:	900 PENNSYLVANIA AVENUE CHARLESTON WV 25302
Representative Attending:	BECKY JONES
Phone Number:	(304)558-0500 EXT 242
Fax Number:	(304)558-4183
Email Address:	bjones@wvlottery.com

Firm Name:	Bulldog Creative Services
Firm Address:	1600 Commerce Ave. Huntington, WV 25701
Representative Attending:	Ashleigh Graham-Smith
Phone Number:	304-525-9600
Fax Number:	304-525-4043
Email Address:	ashleigh@bulldogcreative.com

Firm Name:	_____
Firm Address:	_____ _____ _____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	Charles Ryan Associates
Firm Address:	601 Morris St Suite 301 Charleston, WV 25301
Representative Attending:	Danny Furinash
Phone Number:	304-342-0161
Fax Number:	304-342-1941
Email Address:	dforinash@charlesryan.com

Firm Name:	_____
Firm Address:	_____ _____ _____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____ _____ _____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: _____

Date: _____

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV LOTTERY
Firm Address:	900 PENNSYLVANIA AVENUE CHARLESTON WV 25302
Representative Attending:	BECKY JONES
Phone Number:	(304)558-0500 EXT 242
Fax Number:	(304)558-4183
Email Address:	bjones@wvlottery.com

Firm Name:	_____
Firm Address:	_____ _____ _____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	Charles Ryan Associates
Firm Address:	101 Morris St Suite 301 Charleston, WV 25301
Representative Attending:	Haylee Roberts
Phone Number:	304 342 0101
Fax Number:	304-342-1941
Email Address:	hroberts@charlesryan.com

Firm Name:	_____
Firm Address:	_____ _____ _____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____ _____ _____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	_____
Firm Address:	_____ _____ _____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

PAT STRADER
FOUNDER & PRESIDENT

304-397-8643
pat@digitalrelativity.com
129 S. Court Street, Unit B
Fayetteville, WV 25840

www.digitalrelativity.com



fahlgren mortine

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fax: 855.805.4082
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Co-founder and Lead Developer
304 / 941 / 8269
joshdodd@meshfresh.com

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Ron Jarrett
Comptroller
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Charleston, WV 25301
Direct: 304 720 5494
Cell: 304 415 4152
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THE MANAHAN GROUP

Katie Wise
Senior Account Manager

740.373.2334 x104
mobile: 304.374.3916
kwise@stonewallgroup.com
stonewallgroup.com
154 1/2 Front Street, Loft
Marietta, OH 45750

Alaina Moore
Account Assistant
222 Capitol Street, Suite 400
Charleston, WV 25301
Main: 304 343 2800
Direct: 304 720 5459
amoore@manahangroup.com

THE MANAHAN GROUP

STEVE MORRISON vice president / general manager

asher

www.asheragency.com
117 Summers Street, Charleston, West Virginia, 25301
304-342-1200 / 304-552-0000 / ash@asheragency.com

STRATEGIC MARKETING PUBLIC RELATIONS



CHRIS MICHAEL
PRESIDENT & CEO HUNTINGTON
cmichael@bulldogcreative.com

HUNTINGTON BECKLEY
p 304 525 7600 p 304 255 2239 x 121
1400 Commerce Ave 102 N. Heights Drive
Huntington, WV 25701 Beckley, WV 25801

bulldogcreative.com



ASHLEIGH GRAHAM-SMITH
DIRECTOR OF CLIENT SERVICES HUNTINGTON
ashleigh@bulldogcreative.com

HUNTINGTON BECKLEY
p 304 525 7600 p 304 255 2239 x 111
1400 Commerce Ave 102 N. Heights Drive
Huntington, WV 25701 Beckley, WV 25801

bulldogcreative.com

Danny Forinash
Senior Account Executive

Brand Communications Strategy

dforinash@charlesryan.com
office: 304-556-9125
cell: 304-610-0674
charlesryan.com

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002

ADDENDUM ACKNOWLEDGEMENT FORM.
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

THE MANAHAN GROUP
Company
Melvin Maul
Authorized Signature
12/5/2016
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

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

Proc Folder: 250649

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

Proc Type: Central Master Agreement

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

BID RECEIVING LOCATION


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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

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

Signature X  FEIN # 200201317 DATE 12/5/2016

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

The Manahan Group
 FEIN #20-0201317
 CRFQ 0705 LOT1700000002

FORM ID : WV-PRC-CRFQ-001

ADDITIONAL INFORMATION:

Addendum

Addendum No. 2 issued to publish and distribute attached information to the vendor community.

Request for Quotation

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

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

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

Comm Code	Manufacturer	Specification	Model #
82101800			

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

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT170000002

SOLICITATION NUMBER: CRFQ LOT1700000002**Addendum Number: 02**

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish vendor questions and agency answers.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Revised 6/8/2012

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002

CRFQ LOT1700000002
Lottery - Marketing & Advertising Services
Questions & Answers

Q1) Whether companies from Outside USA can apply for this?
(like, from India or Canada)

A1) Yes. Any company that is a registered Vendor with West Virginia Division of Purchasing and meets the mandatory requirements specified in this RFQ may submit a bid.

Q2) Whether we need to come over there for meetings?

A2) Yes.

Q3) Can we perform the tasks (related to RFP) outside USA?
(like, from India or Canada)

A3) Yes. Any tasks performed outside the USA must be approved in advance by the Lottery and cannot conflict with any other requirement in this RFQ.

Q4) Can we submit the proposals via email?????

A4) Bids cannot be accepted by email. However, bids will be accepted online via wvOASIS.gov, by mail or other carrier, fax, or hand delivery.

Q5) Can you please let me know who the incumbent for this solicitation is?

A5) Fahlgren Mortine

Q6) Can you describe a scenario in which the selected vendor would be required to be in the Lottery Commission Office within 60 minutes?

A6) The Vendor will be required to be at Lottery headquarters within 60 minutes for occasions such as winner press conferences, media and special events, ad hoc meetings and any other situations in which it is necessary to perform any duty pursuant to this RFQ.

Q7) 3.3 and 3.4 - Can you provide additional details on the experience and education requirements of team members who will work on the account?

A7) Experience and education requirements of Vendor team members are thoroughly detailed throughout the RFQ, specifically, in the provisions found in Section 3.

Q8) 4.1.8 What is the difference in expectations of a dedicated account executive and a second account executive? For clarification, are you saying that there must be a person in our office who solely works on your account?

A8) Not solely on our account but must be available as needed. The dedicated account executive may work on other client accounts; however, no other client or project may take precedence over any duty or task necessary to fully perform the requirements of this RFQ.

Q9) What is a scenario where a vendor representative would need to be available 24 hours a day 7 days a week?

A9) See response to QUESTION 6.

Q10) 4.1.11 Regarding daily visits: Can you please describe the materials that must be picked up/dropped off on a daily basis?

A10) Daily visits may not always be necessary; however when a daily visit is necessary the Lottery will specify any materials and tasks required for each specific daily visit.

Q11) #11. Regarding the liquidated damages section, have you had issues with each of these items in the past?

A11) This is not a relevant question for this solicitation.

Q12) Are you satisfied with your current provider?

A12) This is not a relevant question for this solicitation. This is an RFQ, which requires award to the vendor with the lowest bid meeting all mandatory specifications.

Q13) On Page 32, under Section 5.2, the third bullet point reads: "MEDIA BUYING ADD-ON is calculated by taking the Vendor percentage for media buying activities (not to exceed 5%) and multiplied by \$2,500,000 to get the TOTAL MEDIA ADD-ON COST."

If the Vendor were to submit a bid with a 5% MEDIA BUYING ADD-ON, then would the correct equation be (A) or (B)?

(A) $\$2,500,000.00 \times 5\% = \$125,000.00$

(B) $\$2,500,000.00 \times 1.05\% = \$2,625,000.00$

A13) If the Vendor were to submit a bid with a 5% media buying add-on, the correct equation is outlined in example (A) $\$2,500,000.00 \times 5\% = \$125,000.00$. Please note the 5% media buying add-on is for purposes of this example and response to this question only.

Q14) On Page 34, under Section 7.1, the fourth sentence reads: "There shall not be an additional mark-up on media, production or any other services provided by outside entities."

Does this statement reinforce that the mark-up stated on the cost sheet as MEDIA BUYING ADD-ON is the only mark-up allowed? Does the Lottery consider production as a part of the MEDIA BUYING ADD-ON?

A14) The media buying add-on percentage is the ONLY mark-up that may be charged for any media placement purchases. Production is not a part of the media buying add-on.

Q15) Section 4.1.8 mentions that the bidder must be located within sixty (60) minutes of the Lottery Headquarters. Is this a prerequisite to bid or can the bidder fulfill this requirement after they are awarded the contract?

A15) Vendor must assure the Lottery that upon contract award this requirement will be met, however, it is not a prerequisite to submit a bid.

Q16) How will the Lottery go about determining if an agency meets the Qualifications laid out in Section 3 once an agency is awarded the contract?

A16) The Lottery will review documentation submitted by vendors in their proposals to ensure minimum qualification requirements detailed in Section 3 are satisfied prior to contract award. Please refer to Section 3 to determine the documentation that should be included with the vendor proposal.

Q17) Section 3.7 states that the vendor must have the ability to pledge and place commitments of advertising media on behalf of the Lottery for up to as much as \$1.5 million. How will the Lottery determine if the vendor has that capability prior to or after the contract is awarded?

A17) A signed affidavit provided by the vendor's chief financial officer or other designee that certifies the vendors capability to satisfy this requirement should be provided along with supporting financial documentation that shows how the vendor satisfies this requirement. Examples of sufficient supporting financial documentation include, but are not limited to, financial statements showing cash reserves, a line of credit issued by a financial institution, and any other financial records that show vendor's ability to satisfy this requirement. The Lottery reserves the right to request additional information from the vendor if necessary.

Q18) Section 3.7 lays out the \$1.5 million in paid media expenses but there is no mention of a total the vendor should expect to cover for out-of-pocket/pass through expenses. Can you provide an amount of pass through expenses the Lottery expects the awarded vendor to cover prior to reimbursement?

A18) The average pass through expenses may vary per month. Based on 2015 expenditures, pass through expenses are estimated to range between \$40,000 to \$200,000 per month.

Q19) For pass through or media expenses, what is the timeframe the awarded vendor can expect to be reimbursed by the WV Lottery?

A19) The Lottery will provide reimbursement to the vendor for pass through expenses within 30 days under normal circumstances.

Q20) Knowing that video production represents a significant component of work required within this bid, over the past three years, what percentage of time did your agency of record determine which video production company to utilize versus a representative of the WV Lottery making this determination?

A20) The vendor works jointly with the Lottery to determine video production and production budget.

Q21) How important is it to the WV Lottery that the lowest bidding agency have previous lottery experience when assessing experience and qualifications to effectively manage the marketing efforts of the WV Lottery.

A21) Experience and qualifications are detailed in Section 3 of this RFQ.

Q22) What methodology in the qualification process, other than looking at an agency's website or taking an agency at its word, will the WV Lottery utilize to validate if the lowest bidding agency has the financial resources to handle a client of this magnitude? For example, if the annual marketing budget of the WV Lottery exceeds the total annual revenues of the low bid agency, would that be a disqualifying factor?

A22) See response to QUESTION 18.

Q23) As a means for a smaller agency to have the financial ability (cash reserves) to handle a client the size of the WV Lottery, would obtaining a sufficient line of credit from a financial institution be acceptable or would you require that the low bid agency show proof that they currently are in a financial position to handle such a client marketing budget without the support of a line of credit?

A23) See response to question 17. As stated in question 17, a line of credit would be sufficient, and should be included with the signed affidavit along with any other supporting financial documentation.

Q24) How many different video production companies has the WV Lottery utilized over the past two years.

A24) The Lottery has utilized five video production companies over the past two years.

Q25) How involved does the WV Lottery allow the agency of record to be in the creative process of advertising campaigns? For example, over the past two years, has your agency of record presented and/or determined the creative direction, script, talent and music selection for video production?

A25) The Lottery works with the vendor in all steps of production including creative concepting, talent selection, location selection, production selection and editing. The Lottery provides direction and must approve creative services provided by the vendor.

Q26) Do you require resumes for each person who will be part of this account? Or can we simply list each team member and their educational backgrounds, etc.?

A26) Please refer to Section 3.5.

Q27) In order to respond to each qualification and requirement, should we format the proposal by listing each qualification/requirement and providing our response below?

A27) Yes.

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002

Q28) Can expenses, such as travel, be billed separately, or must those be built into the hours?

A28) Travel and normal office expenses must be included into hourly rates.

Q29) Could you define “dedicated” as presented in 3.8 and 3.11? Does that mean the Lottery team would be defined or does that mean those employees are fully dedicated to the account?

A29) See response to QUESTION 8.

Q30) Would the vendor be required to attend NASPL? (4.1.7)

A30) Please refer to Section 4.1.7.

Q31) About how many events alluded to in 4.1.9 happen on an annual basis?

A31) The vendor was not required to attend any events alluded to in Section 4.1.9 in 2015, however, the vendor may be required to attend the West Virginia State Fair and other promotions if requested by the Lottery.

Q32) Could you define the 10 addendums listed on the Addendum Acknowledgement Form?

A32) Currently there is only 1 addendum that has been posted with this solicitation. The 2nd addendum will be created to publish the vendor questions and agency answers. All published addendums are viewable at wvOASIS.gov via the Vendor Self Service Portal: <https://prod-fin-vss.wvoasis.gov/webapp/prdvss11/AltSelfService>

1. Bottom left of the page <Public Access>
2. Keyword Search: LOT17*2
3. CRFQ LOT17*2 < Details>
4. <Attachments>
5. You can download information from these links.

Q33) Does the up to 5% add-on for media have to include agency commission? Or is the 5% add-on in addition to the agency's standard of 15% commission?

A33) Yes the media add-on percentage must include any vendor commission. There is NOT a standard 15% vendor commission.

Q34) Does the hourly rate for film production and audio production have to include the cost for any sub contractors that could be used for production?

A34) No.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

THE MANAHAN GROUP
Company

Authorized Signature

12/5/2016
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

3. QUALIFICATIONS: Vendor or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1 The Manahan Group meets or exceeds the qualifications as listed in Section 3.1.
- 3.2 The Manahan Group meets or exceeds the qualifications as listed in Section 3.2.
- 3.3 The Manahan Group meets or exceeds the qualifications as listed in Section 3.3.
- 3.4 The Manahan Group meets or exceeds the qualifications as listed in Section 3.4.
- 3.5 The Manahan Group meets or exceeds the qualifications as listed in Section 3.5. References will be made available after the bid opening and prior to contract award. A Vendor Resume which will include staffing resumes will be made available after the bid opening and prior to contract award.
- 3.6 The Manahan Group meets or exceeds the qualifications as listed in Section 3.6.
- 3.7 The Manahan Group meets or exceeds the qualifications as listed in Section 3.7. Audited Financial Statements for the past three (3) years will be made available after the bid opening and prior to contract award.
- 3.8 The Manahan Group meets or exceeds the qualifications as listed in Section 3.8.
- 3.9 The Manahan Group meets or exceeds the qualifications as listed in Section 3.9.
- 3.10 The Manahan Group meets or exceeds the qualifications as listed in Section 3.10.
- 3.11 The Manahan Group meets or exceeds the qualifications as listed in Section 3.11.

4. MANDATORY REQUIREMENTS

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

- 4.1.1 The Manahan Group agrees to the terms stated in 4.1.1.
- 4.1.2 The Manahan Group agrees to the terms stated in 4.1.2.
- 4.1.3 The Manahan Group agrees to the terms stated in 4.1.3.
- 4.1.4 The Manahan Group agrees to the terms stated in 4.1.4.
- 4.1.5 The Manahan Group agrees to the terms stated in 4.1.5.
- 4.1.6 The Manahan Group agrees to the terms stated in 4.1.6.
- 4.1.7 The Manahan Group agrees to the terms stated in 4.1.7.
- 4.1.8 The Manahan Group agrees to the terms stated in 4.1.8.
- 4.1.9 The Manahan Group agrees to the terms stated in 4.1.9.
- 4.1.10 The Manahan Group agrees to the terms stated in 4.1.10.
- 4.1.11 The Manahan Group agrees to the terms stated in 4.1.11.
- 4.1.12 The Manahan Group agrees to the terms stated in 4.1.12.
- 4.1.13 The Manahan Group agrees to the terms stated in 4.1.13.
- 4.1.14 The Manahan Group agrees to the terms stated in 4.1.14.
- 4.1.15 The Manahan Group agrees to the terms stated in 4.1.15.
- 4.1.16 The Manahan Group agrees to the terms stated in 4.1.16.
 - 4.1.16.1 The Manahan Group agrees to the terms stated in 4.1.16.1.
- 4.1.17 The Manahan Group agrees to the terms stated in 4.1.17.
- 4.1.18 The Manahan Group agrees to the terms stated in 4.1.18.
 - 4.1.18.1 The Manahan Group agrees to the terms stated in 4.1.18.1.
- 4.1.19 The Manahan Group agrees to the terms stated in 4.1.19.
- 4.1.20 The Manahan Group agrees to the terms stated in 4.1.20.
 - 4.1.20.1 The Manahan Group agrees to the terms stated in 4.1.20.1.

- 4.2 The Manahan Group agrees to the terms stated in 4.2.
- 4.3 The Manahan Group agrees to the terms stated in 4.3.
- 4.4 The Manahan Group agrees to the terms stated in 4.4.
- 4.5 The Manahan Group agrees to the terms stated in 4.5.
- 4.6 The Manahan Group agrees to the terms stated in 4.6.
- 4.7 The Manahan Group agrees to the terms stated in 4.7.
- 4.8 The Manahan Group agrees to the terms stated in 4.8.
- 4.9 The Manahan Group agrees to the terms stated in 4.9.

NAS SURETY GROUP


475 N. Martingale Road, Suite 850
Schaumburg, IL 60173

GENERAL INDEMNITY AGREEMENT ("Agreement")

The undersigned have requested and do request that North American Specialty Insurance Company, Washington International Insurance Company, North American Capacity Insurance Company, Westport Insurance Corporation, and any existing or future affiliates, subsidiaries, divisions, successors, assigns, co-sureties, or reinsurers ("Surety") execute or procure the execution of surety bonds ("Bond" or "Bonds"). This General Indemnity Agreement ("Agreement") shall cover all Bonds that have been and as may hereafter be applied for or executed on behalf of any of the following ("Indemnitors"): the undersigned, any successors, any affiliates, any subsidiaries, any joint venture with others, and any person, firm, corporation or association furnished to the Surety by any of the undersigned.

As an inducement to the Surety and in consideration of the execution or continuance of the Bonds, the Indemnitors for themselves, their joint venture partners, their heirs, affiliates, subsidiaries, executors, administrators, successors and assigns, do jointly and severally enter into this Agreement and agree with the Surety as follows:

- 1. Premium:** The Indemnitors shall pay when due all premiums for the Bonds, all renewals, and any extensions.
- 2. Indemnity:** The Indemnitors shall exonerate, hold harmless and indemnify the Surety from and against any and all Loss. For the purpose of this Agreement, Loss means any liability, loss, costs, damages, attorneys' fees, consultants' fees, and other expenses, including interest, which the Surety may sustain or incur by reason of, or in consequence of, the execution of the Bonds (or any renewals, continuations or extensions). Loss includes but is not limited to the following: (a) sums paid or liabilities incurred in the settlement of claims; (b) expenses paid or incurred in connection with the investigation of any claims; (c) sums paid in attempting to procure a release from liability; (d) expenses paid or incurred in the prosecution or defense of any suits; (e) any judgments under the Bonds; (f) expenses paid or incurred in enforcing the terms of this Agreement; (g) sums or expenses paid or liabilities incurred in the performance of any Bonded contract or related obligation; and (h) expenses paid in recovering or attempting to recover losses or expenses paid or incurred. Loss expressly includes attorney fees incurred in defending claims, protecting the Surety's interests in any bankruptcy or insolvency proceeding, arranging for the Surety's performance of its obligations, evaluating, settling, and paying claims, seeking recovery under the terms of this Agreement from the Indemnitors, and pursuing the Surety's common law rights to seek recovery of losses from others, including third parties. The Indemnitors agree that their liability shall be construed as the liability of a compensated Surety, as broadly as the liability of the Surety is construed toward its obligee or other claimants.
- 3. Collateral Security:** Upon demand of the Surety, the Indemnitors shall immediately deposit with the Surety a sum of money as collateral security on the Bonds. The Surety's right to demand collateral security shall be triggered by any one of the following: (a) if it receives any notice of default, claim, or lawsuit asserting liability; (b) if it sets up a reserve to cover any investigation, demand, liability, claim asserted, suit or judgment under any of the Bonds; or (c) in the event there is a material change in the financial condition of any of the Indemnitors. The collateral security shall be equal to the liquidated amount stated in any claim or demand plus the amount that the Surety deems sufficient to cover the Surety's estimate of the costs and expenses to defend, investigate and adjust the claim or demand. If any claim or demand does not expressly state a specific amount, then the collateral payment to the Surety shall be in an amount the Surety deems sufficient to protect it from Loss related to the investigation, adjustment, payment and defense of the claim. Any collateral deposited as security on the Bonds shall be available in the sole discretion of the Surety against any Bonds within the scope of this Agreement or for any other indebtedness of the Indemnitors to the Surety. The Surety shall not be required to make any payment under the Bonds prior to demanding collateral security from the Indemnitors.
- 4. Default:** The Indemnitors shall be in default of this Agreement in the event of any of the following: (a) the Surety receives notice of a claim, breach or default under a Bonded contract; (b) the Surety receives a declaration of default or termination under a Bonded contract; (c) any breach or default in the performance of any Bonded contract; (d) abandonment, cessation or suspension of work under any Bonded contract; (e) the failure to diligently prosecute the work under any Bonded contract; (f) the failure to pay for labor or materials used in the prosecution of any Bonded contract; (g) the failure to pay any fringe benefit funds, other union obligations, or any federal or state taxes; (h) the failure to deposit collateral security with the Surety pursuant to Section 3 of this Agreement; or (i) the death, disappearance, conviction of a felony, imprisonment, incompetency, insolvency, or bankruptcy of any Indemnitor, or the appointment of a receiver or trustee for any Indemnitor or the property of any Indemnitor, or in the event of an assignment for the benefit of creditors of any Indemnitor, or if any action is taken by or against any Indemnitor under or by virtue of any Bankruptcy Act or Code, or should reorganization or arrangement proceedings be filed by or against any Indemnitor under said Act or Code, or if any action is taken by or against any Indemnitor under the insolvency laws of any state, possession, or territory of the United States.
- 5. Assignment:** In the event of a default or breach of this Agreement, the Indemnitors assign, transfer, pledge and convey to the Surety all of their rights under the contracts referred to in all Bonds issued by the Surety and under all unbonded contracts, including their right, title and interest in and to: (a) all related purchase orders, subcontracts and subcontractors' surety bonds; (b) all machinery, plant, equipment, tools and materials on the site or sites of the work, or elsewhere, including all materials ordered for the contracts; (c) all earned and unearned contract funds and all sums due or which may become due for all changes, claims and extras under any contracts in which any of the Indemnitors have an interest; and (d) all bank deposit accounts, certificates of deposit, investment accounts, securities (including but not limited to banknotes, stocks, preferred shares, bonds, and debentures), derivatives, investment funds, and all other financial assets.
The Indemnitors assign all rights to patents, patented processes, licenses, copyrights, trademarks, and all other intellectual property rights required for the performance of the work for which the Surety issued the Bonds. The Indemnitors expressly authorize the Surety to use these property rights as required in the Surety's discretion to complete the work for which the Surety issued the Bonds.
- 6. Security Interest:** Indemnitors grant the Surety a security interest in all properties, assets, rights, proceeds and products. At its option, the Surety may file or record this Agreement as a security agreement and also as a financing statement, and as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute or regulation of any jurisdiction or agency.



7. **Trust:** The Indemnitors agree that all payments received under all Bonded contracts shall be held as trust funds in which the Surety has an interest for the payment of obligations incurred in the performance of the contracts and for labor, materials, and services furnished in the prosecution of the work of the contracts including any authorized extensions or modifications; and that all monies due or to become due under all contracts covered by the Bonds are trust funds, whether in the possession of the Indemnitors or otherwise, for the benefit and payment of all obligations in connection with the contracts, which said trusts also inure to the benefit of the Surety for any liability or Loss it may have or sustain under the Bonds. This Agreement and declaration shall also constitute notice of such trust. The Indemnitors shall maintain their records to enable them to provide an accounting to the Surety of the use and disposition of the trust funds and shall aggregate those funds into a separate account upon demand by the Surety.

8. **Performance:** The Surety shall have the right to take possession of the work under any Bonded contract. The Surety may complete the Bonded contract, or it may take or consent to any other action which the Surety may deem appropriate in order to complete the Bonded contract and fulfill its Bonded obligations. If the Surety takes possession of or takes any other actions in order to complete the work of the Bonded contract, then the Indemnitors release and discharge the Surety from all liability for actions and omissions relating to the work of the Bonded contract.

9. **Claim Settlement:** The Surety shall have the right to decide and determine in its sole discretion whether any claim, liability, suit or judgment made or brought against the Surety or any of the Indemnitors on any Bond shall or shall not be paid, compromised, resisted, defended, tried or appealed, and the Surety's decision shall be final, binding and conclusive upon the Indemnitors. The Surety shall be entitled to immediate reimbursement for any and all Loss under this Agreement. The Surety shall have no obligation to tender its defense to any Indemnitor. If the Surety elects not to tender its defense to any Indemnitor, then the Indemnitors shall nevertheless remain liable to the Surety for all Loss. An itemized statement of payments made by the Surety sworn to by an officer of the Surety shall be prima facie evidence of the liability of the Indemnitors to reimburse the Surety.

10. **Waiver of Notice:** Prior and subsequent to entering into this Agreement, the Indemnitors agree to keep themselves fully apprised of the business dealings of the Principal. The Indemnitors shall not rely on the Surety to provide any information concerning the Principal's business dealings. The Indemnitors waive notice of the following: (a) the execution of Bonds; (b) the acceptance of this Agreement; (c) any change in the contract price, plans or specifications of any Bonded contract; (d) any notice of default, claim or demand under the Bonds; (e) any advances, loans, expenses or losses arising from guarantees by the Surety; (f) any and all Loss and liability of the Surety; (g) any changes in the signatories to this Agreement; (h) the execution of Bonds by the Surety on behalf of entities not signatory to this Agreement and submitted by any of the Indemnitors; and (i) any act, fact or information coming to the notice or knowledge of the Surety concerning or affecting its rights or liabilities under the Bonds or the rights or liabilities of the Indemnitors.

11. **Co-Sureties and Reinsurers:** The Agreement inures to the benefit of all co-sureties, reinsurers, and their successors and assigns on any Bonds, providing them a direct right of action against the Indemnitors to enforce this Agreement. The word "Surety" as used in this Agreement shall be deemed to include co-sureties, reinsurers, and their successors and assigns.

12. **Joint and Several Liability:** The Indemnitors' obligations under this Agreement are joint and several. The Indemnitors' liability shall not be affected by the failure of any party to sign any Bond, by any claim that other indemnity or security was to have been obtained, by the release of any indemnity or Indemnitor, or by the return or exchange of any collateral that may have been obtained. If any party signing this Agreement is not bound for any reason, then this Agreement shall still be binding upon each and every other party.

Separate suits may be brought under this Agreement as causes of action accrue, and suit may be brought against any or all of the Indemnitors. Suit or suits upon one or more causes of action, or against one or more of the Indemnitors, shall not prejudice or bar subsequent suits against any other or all of the Indemnitors on the same or any other cause or causes of action, regardless of when they accrue. If the Surety makes a claim or demand against one or more of the Indemnitors, it is expressly authorized to settle with any one or more of the Indemnitors individually, and without reference to the others. Settlement with any one or more of the Indemnitors shall not affect the liability of the other Indemnitors. The Indemnitors expressly waive any claim to be discharged and released by reason of the release of one or more of the other Indemnitors.

13. **Decline to Execute:** At its option, the Surety may decline to execute, participate in or procure the execution of any Bond. In its sole discretion, the Surety may consent to or decline any changes in the Bonded contract, plans or specifications. The Indemnitors agree that they do not have a right to obtain any Bond from the Surety. The Surety shall have the right to decline to execute any and all performance or payment Bonds (or any other types of Bonds) that may be required in connection with any award that may be made under a proposal for which the Surety has issued a bid or proposal Bond. Declination of any Bond by the Surety shall not diminish or alter the liability of the Indemnitors to the Surety for any obligation arising from the issuance of any prior Bonds.

14. **Access to Books, Records and Personal Credit:** The Surety has the right to access the books, records, and accounts of the Indemnitors at any time upon the request of the Surety. The Surety may obtain a decree of specific performance in the event that the Indemnitors fail or refuse to provide access to the books, records, and accounts. Any financial institution, materialman, supply house, or other person, firm, corporation or entity, doing business with the Indemnitors is authorized to furnish the Surety any information requested including, but not limited to, the status and condition of the work under contracts being performed by an Indemnitor, and payments of accounts. The Indemnitors expressly grant the Surety permission to obtain personal credit reports from consumer reporting agencies, and they consent and authorize the Surety to disclose this information to the bond agent and any representatives and agents of the Surety.

15. **Plurals and Headings:** Wherever used in this Agreement, the plural term shall include the singular and the singular shall include the plural, as the circumstances require. The words Indemnitor and Indemnitors shall apply regardless of number or gender to individuals, partnerships, corporations, or entities as the circumstances require. The headings used in this Agreement are for convenience only, and shall not be construed to define or modify the terms of the Sections contained in this Agreement.

16. **Attorney in Fact:** The Indemnitors irrevocably constitute, appoint and designate the Surety or its designee as their Attorney in Fact, with the right, but not the obligation, to exercise all of the rights of the Indemnitors assigned or granted to the Surety under this Agreement. The Indemnitors ratify and affirm all acts and actions taken by the Surety or its designee as their Attorney in Fact.

2 of 7, all indemnitors must initial

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT170000002

The Surety may make, execute and deliver any other assignments, documents, instruments or agreements, including but not limited to those necessary to effectuate its rights under Section 5 of this Agreement. The Surety may endorse checks or other instruments representing payment to any Indemnitor. Additionally, the Surety may execute a release as Attorney in Fact for the Indemnitors in order to bind them to any release that is required to reach a claim settlement as provided in Section 9 of this Agreement.

17. Termination: The Indemnitors' obligations shall be continuous and shall remain in full force and effect until terminated. Any Indemnitor may terminate its obligations under this Agreement by giving the Surety written notice by certified mail of the Indemnitor's intent to terminate this Agreement. The termination shall take effect thirty days after the Surety receives the notice at its home office, and it shall only affect the obligations of any Indemnitor identified in the notice. Notice of termination shall not relieve the Indemnitor from its obligations under this Agreement on any Bond executed prior to the termination of said thirty days. Furthermore, notice of termination shall not relieve the Indemnitor's obligations under this Agreement upon the award of a contract to any of the Indemnitors on a bid or proposal with respect to which the Surety has executed a bid or proposal bond, or similar undertaking, or has otherwise decided to execute a Bond prior to the termination of said thirty days.

18. Changes: This Agreement may not be changed or modified orally. No change to or modification of this Agreement shall be effective unless specifically agreed in writing by the Surety. However, this Agreement contemplates that the Surety may in its sole discretion issue Bonds on behalf of entities submitted by any of the Indemnitors; the Indemnitors expressly give prior consent to such modification and agree to be bound to this Agreement for all such Bonds.

19. Additional Indemnitors: Additional Corporation, Company, Partnership and Trust Indemnitors ("Additional Indemnitors") may be added by executing an Addendum, and they shall be bound to this Agreement as of the effective date of the Addendum.

20. Subsequent Agreements: The execution of a subsequent General Indemnity Agreement shall not cause a waiver, novation, extinguishment, release, reduction or limitation of the rights and obligations under a prior General Indemnity Agreement. Similarly, if this Agreement is a subsequent General Indemnity Agreement, it shall not cause a waiver, novation, extinguishment, release, reduction or limitation of the rights and obligations under a prior General Indemnity Agreement. The rights and obligations under this Agreement and under any prior General Indemnity Agreements shall remain in full force and effect unless expressly terminated.

21. Loans and Advances: In its sole discretion, the Surety is authorized and empowered to guarantee loans or to advance or lend money to the Indemnitors. The Surety shall have no obligation to oversee or supervise the application of the funds. All advances, loans, expenses or losses arising from guarantees by the Surety shall be presumed to be a Loss to the Surety and shall trigger the Surety's rights under this Agreement.

22. Waiver of Right to Trial by Jury: Indemnitors waive any right to trial by jury in respect to any legal proceeding arising out of this Agreement.

23. Cumulative Rights: The Indemnitors understand and agree that the rights, powers and remedies given the Surety under this Agreement shall be cumulative. The Surety may exercise or decline to exercise any right, power, or remedy without waiving of any other right, power, or remedy. The rights, powers and remedies given to the Surety under this Agreement are in addition to, and not in lieu of, any and all other rights, powers and remedies which the Surety may have or acquire against the Indemnitors or others, whether by the terms of any other agreement, by operation of law, or otherwise. This Agreement is in addition to and not in lieu of any other agreement of indemnity, whether now existing or entered into hereafter.

24. Effective Date: The Indemnitors agree that: (a) all Bonds were executed pursuant to their request, (b) the Indemnitors waive any defense that this Agreement was executed subsequent to the date of any Bond, and (c) the Surety issued all Bonds in reliance on the Indemnitors' promise to execute this Agreement.

25. Severability: If any part or clause of this Agreement shall be void under the law, then only the void part or clause shall be considered as deleted. The remainder of this Agreement shall remain in full force and effect.

26. Resolution: Indemnitors have a substantial, material and beneficial interest in the obtaining of Bonds by any of the Indemnitors and in the transactions for which any Indemnitor has applied or will apply to the Surety for Bonds under this Agreement. Indemnitors have the full power and authority to execute this Agreement and to fulfill its obligations. Indemnitors agree that execution of this Agreement, compliance with its terms and provisions, and fulfilling its obligations does not and will not conflict with any terms, conditions or provisions of the charter documents or bylaws of any Indemnitors or with the laws, rules, or regulations of any court, governmental authority, or other binding agreement.

27. _____

This Agreement shall be effective as of the _____ day of _____, 20 _____.

3 of 7, all indemnitors must initial

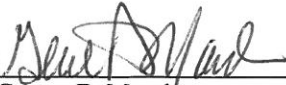
The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002

_____ SJM MAM

CORPORATION, COMPANY, PARTNERSHIP OR TRUST INDEMNITORS

Instructions: **Two signatures are required of all entities.** All signatures must be notarized. For a corporation, the President or Vice President *and* the Secretary must sign on behalf of the Corporation. For a Limited Liability Company, the Managing Member and another Member must sign on behalf of the LLC. For a Partnership, the General Partner and another Partner must sign on behalf of the Partnership. For a Trust, all Trustees must sign on behalf of the Trust.

Each of the undersigned affirms to the Surety as follows: "I am the President, Vice President, Secretary, Managing Member, Member, General Partner, or Trustee of the Corporation, Company, Partnership or Trust Indemnitor on whose behalf I am executing this Agreement. In this capacity, I am familiar with and have reviewed all of the documents which set forth and establish the rights governing the affairs, power and authority of the Corporation, Company, Partnership or Trust Indemnitor, including the certificate or articles of incorporation; bylaws; corporate resolutions; operating or partnership agreements; and trust agreements of the Corporation, Company, Partnership or Trust Indemnitor. I affirm that the Corporation, Company, Partnership, or Trust Indemnitor has the power and authority to enter into this Agreement, and I have the authority to execute this Agreement on its behalf."

Name of Corporation, Company, Partnership, or Trust Indemnitor:	The Manahan Group, LLC	Signature:	
Address:	222 Capitol Street Suite 400 Charleston WV 25301	Name:	George B. Manahan
Tax ID No.:		Title:	

Name of Corporation, Company, Partnership, or Trust Indemnitor:		Signature:	
Address:		Name:	
Tax ID No.:		Title:	

Name of Corporation, Company, Partnership, or Trust Indemnitor:		Signature:	
Address:		Name:	
Tax ID No.:		Title:	

Name of Corporation, Company, Partnership, or Trust Indemnitor:		Signature:	
Address:		Name:	
Tax ID No.:		Title:	

Name of Corporation, Company, Partnership, or Trust Indemnitor:		Signature:	
Address:		Name:	
Tax ID No.:		Title:	


Name of Corporation, Company, Partnership, or Trust Indemnitor:		Signature:	
Address:		Name:	
Tax ID No.:		Title:	

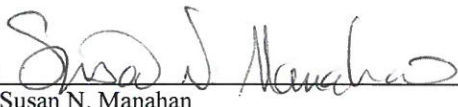
4 of 7, all indemnitors must initial

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002

SM MAH

INDIVIDUAL INDEMNITORS

Address: 2901 Macon Street Charleston WV	Signature: 
Social Security No.:	Name: George B. Manahan

Address: 2901 Macon Street Charleston WV	Signature: 
Social Security No.:	Name: Susan N. Manahan

Address:	Signature:
Social Security No.:	Name:

Address:	Signature:
Social Security No.:	Name:

Address:	Signature:
Social Security No.:	Name:

Address:	Signature:
Social Security No.:	Name:

Address:	Signature:
Social Security No.:	Name:

Address:	Signature:
Social Security No.:	Name:

ACKNOWLEDGEMENTS FOR CORPORATION, COMPANY, PARTNERSHIP OR TRUST INDEMNITORS

STATE OF West Virginia, COUNTY OF Kanawha
 On this 6th day of December 20 14, before me personally came George & Susan Manahan to me known and who, being duly sworn, did depose and say that (s)he is the (insert title) Members of the (circle appropriate type of entity) corporation, company, partnership, or trust which executed the foregoing instrument; that (s)he is the duly authorized representative of said entity, and that (s)he has the full power and authority to bind said entity to the foregoing instrument.



Marissa Byrd
 NOTARY PUBLIC

5 of 7, all indemnitors must sign

The Manahan Group
 FEIN #20-0201317
 CRFQ 0705 LOT1700000002

SUM MAN

STATE OF _____, COUNTY OF _____

On this _____ day of _____ 20_____, before me personally came _____ to me known and who, being duly sworn, did depose and say that (s)he is the **(insert title)** _____ of the **(circle appropriate type of entity)** *corporation, company, partnership, or trust* which executed the foregoing instrument; that (s)he is the duly authorized representative of said entity, and that (s)he has the full power and authority to bind said entity to the foregoing instrument.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____

On this _____ day of _____ 20_____, before me personally came _____ to me known and who, being duly sworn, did depose and say that (s)he is the **(insert title)** _____ of the **(circle appropriate type of entity)** *corporation, company, partnership, or trust* which executed the foregoing instrument; that (s)he is the duly authorized representative of said entity, and that (s)he has the full power and authority to bind said entity to the foregoing instrument.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____

On this _____ day of _____ 20_____, before me personally came _____ to me known and who, being duly sworn, did depose and say that (s)he is the **(insert title)** _____ of the **(circle appropriate type of entity)** *corporation, company, partnership, or trust* which executed the foregoing instrument; that (s)he is the duly authorized representative of said entity, and that (s)he has the full power and authority to bind said entity to the foregoing instrument.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____

On this _____ day of _____ 20_____, before me personally came _____ to me known and who, being duly sworn, did depose and say that (s)he is the **(insert title)** _____ of the **(circle appropriate type of entity)** *corporation, company, partnership, or trust* which executed the foregoing instrument; that (s)he is the duly authorized representative of said entity, and that (s)he has the full power and authority to bind said entity to the foregoing instrument.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____

On this _____ day of _____ 20_____, before me personally came _____ to me known and who, being duly sworn, did depose and say that (s)he is the **(insert title)** _____ of the **(circle appropriate type of entity)** *corporation, company, partnership, or trust* which executed the foregoing instrument; that (s)he is the duly authorized representative of said entity, and that (s)he has the full power and authority to bind said entity to the foregoing instrument.

NOTARY PUBLIC

6 of 7, all indemnitors must initial

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002

SNM MOM

INDIVIDUAL ACKNOWLEDGEMENTS

STATE OF _____, COUNTY OF _____
On this _____ day of _____ 20____, before me personally came _____ to
me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____
On this _____ day of _____ 20____, before me personally came _____ to
me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____
On this _____ day of _____ 20____, before me personally came _____ to
me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____
On this _____ day of _____ 20____, before me personally came _____ to
me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____
On this _____ day of _____ 20____, before me personally came _____ to
me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____
On this _____ day of _____ 20____, before me personally came _____ to
me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____
On this _____ day of _____ 20____, before me personally came _____ to
me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____
On this _____ day of _____ 20____, before me personally came _____ to
me known to be the *individual* who executed the foregoing instrument, and acknowledged that (s)he executed same.

NOTARY PUBLIC

7 of 7, all indemnitors must initial

The Manahan Group
FEIN #20-0201317
CRFQ 0705 LOT1700000002

_____ SJM MM

EXHIBIT A : PRICING PAGE

A. CATEGORY	CONTRACT SERVICES	Unit of Measure	ESTIMATED HOURS	VENDOR'S HOURLY	TOTAL ANNUAL
			(BASED ON HOURS IN FY 2016)	RATE	COSTS
ACCOUNT MANAGEMENT	1. Account Services	Hour(s)	1000	65.00	65,000.00
	2. General Account Management	Hour(s)	500	65.00	32,500.00
	3. Public Relations	Hour(s)	40	80.00	3,200.00
	4. Research Services	Hour(s)	40	55.00	2,200.00
MEDIA	5. Media Planning and Buying	Hour(s)	400	65.00	26,000.00
	6. Radio	Hour(s)	200	50.00	10,000.00
	7. Television	Hour(s)	300	50.00	15,000.00
	8. Newspaper	Hour(s)	100	50.00	5,000.00
	9. Outdoor Ads	Hour(s)	80	50.00	4,000.00
CREATIVE	10. Illust/Layout/Design and Copywriting Adv.	Hour(s)	800	65.00	52,000.00
	11. Creative/Art Direction or Planning	Hour(s)	500	65.00	32,500.00
	12. Computer Graphics	Hour(s)	100	60.00	6,000.00
DIGITAL	13. Web Site Development and Maintenance	Hour(s)	300	65.00	19,500.00
	14. Web Hosting & Domain	Hour(s)	100	60.00	6,000.00
PRODUCTION	15. Printing	Hour(s)	200	55.00	11,000.00
	16. Film Production	Hour(s)	1000	50.00	50,000.00
	17. Audio Production	Hour(s)	400	55.00	22,000.00
	18. Music Rights/ Trademark	Hour(s)	5	10.00	50.00
PROMOTIONS	19. Sponsorships- Collegiate/ Fairs & Festivals	Hour(s)	35	55.00	1,925.00
	20. Marketing Supplies and Promotions	Hour(s)	200	55.00	11,000.00
TOTAL FISCAL YEAR COST FOR VENDOR SERVICES (1-20):			6300		374,875.00

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

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

Vendor's Add-on for media buying is

TOTAL MEDIA ADD-ON COST	1.00%	2,500,000	25,000.00
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c. **TOTAL BID AMOUNT:**
 (Cost from A. and B. are to be added together to determine the total cost of the proposal.)

399,875.00



GEORGE B. MANAHAN
 OWNER/CEO
 12/5/2016