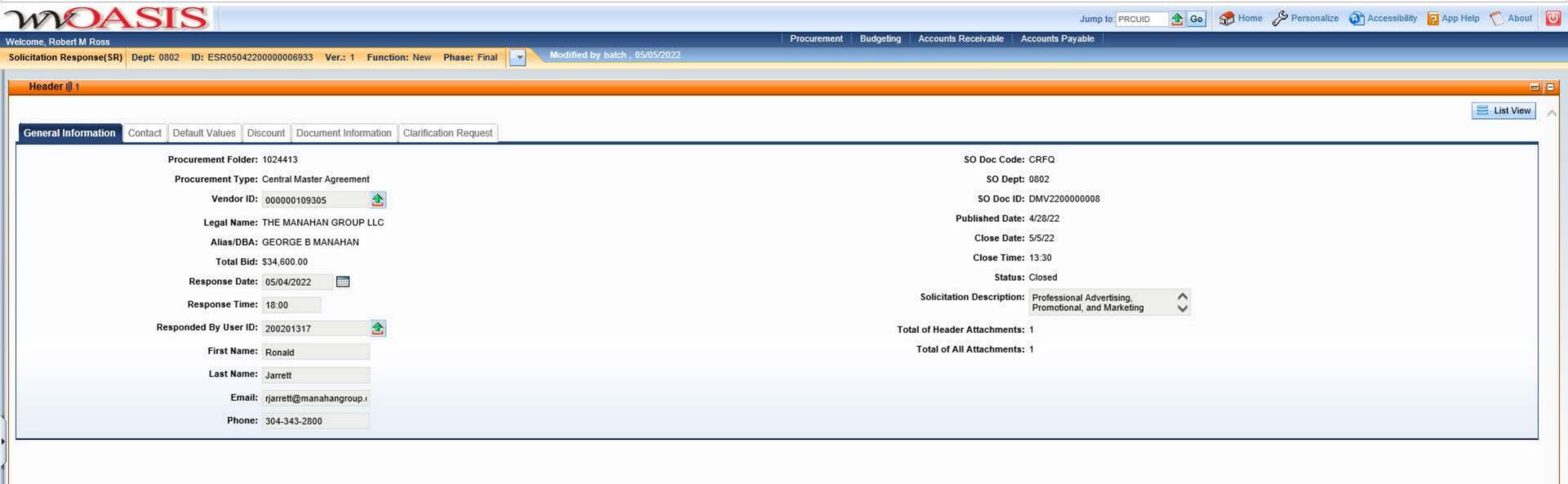
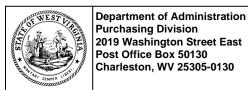


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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.





State of West Virginia Solicitation Response

Proc Folder: 1024413

Solicitation Description: Professional Advertising, Promotional, and Marketing Service

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2022-05-05 13:30
 SR 0802 ESR05042200000006933
 1

VENDOR

000000109305

THE MANAHAN GROUP LLC

Solicitation Number: CRFQ 0802 DMV2200000008

Total Bid: 34600 **Response Date:** 2022-05-04 **Response Time:** 18:00:15

Comments: The Oasis form does not appear to have a place for the Mark-Up to be entered. The Manahan Group LLC has bid an

8% mark-up. The Cost Page can be found on page 75 of the attachment.

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067 david.h.pauline@wv.gov

Vendor
Signature X FEIN# DATE

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

Date Printed: May 5, 2022 Page: 1 FORM ID: WV-PRC-SR-001 2020/05

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------|-----------|------------|------------|-----------------------------|
| 1 | Account Management | 110.00000 | HOUR | 90.000000 | 9900.00 |
| | | | | | |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 80160000 | | | | |

Commodity Line Comments:

Extended Description:

Contract Administration, Consultation, General Accounting, Third Party Procurement

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|-----------|------------|------------|-----------------------------|
| 2 | Production | 130.00000 | HOUR | 20.000000 | 2600.00 |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 82101605 | | | | |
| | | | | |

Commodity Line Comments:

Extended Description:

Advertising Production

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---------------------------|-----------|------------|------------|-----------------------------|
| 3 | Media Planning and Buying | 1500.0000 | HOUR | 0.000000 | 0.00 |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 82101900 | | | | |
| | | | | |

Commodity Line Comments: The Manahan Group LLC agrees to provide the service of Media Planning and Buying with no hourly labor charges.

Extended Description:

Media Planning and Buying

| • | Ln Total Or Contract Amount |
|--|-----------------------------|
| 4 Design and Copy 275.00000 HOUR 80.000000 | 22000.00 |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 80160000 | | | | |
| | | | | |

Commodity Line Comments:

Extended Description:

Graphic Design, Writing Copy, Copy Editing, Interactive and/or Web

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|----------------|---------|------------|------------|-----------------------------|
| 5 | Media Training | 5.00000 | HOUR | 20.000000 | 100.00 |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 80171803 | | | | |

Commodity Line Comments:

 Date Printed:
 May 5, 2022
 Page: 2
 FORM ID: WV-PRC-SR-001 2020/05

Extended Description:

Media Training



THE MANAHAN GROUP

Do Good Work. Make Money. Have Fun. Give Back.

VENDOR NAME: THE MANAHAN GROUP LLC

BUYER: DAVID H. PAULINE
SOLICITATION NUMBER: CRFQ 0802 DMV00000008

BID OPENING DATE: May 5, 2022 BID OPENING TIME: 1:30 p.m.

George Manahan / grunnahan@manahangroup.com

Sus AMa



Table of Contents

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| Pages 14 – 19 | Final Version CRFQ 0802 DMV220000008 |
| Pages 20 – 21 | Certificate of Liability Insurance |
| Pages 22 – 23 | Certificate of Workers Compensation Insurance |
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Firm Overview

OVERVIEW

The Manahan Group LLC is pleased to submit this response to the Centralized Request for Quote (CRFQ) by the West Virginia Division of Motor Vehicles for professional advertising, promotional and marketing services. The Manahan Group's response clearly shows that it not only meets, but exceeds, the agency's requirements:

The Manahan Group LLC is one of West Virginia's most experienced full-service advertising, marketing and public relations firms with its main office in downtown Charleston.

The Manahan Group LLC boasts a staff of twelve (12) communications professionals. TMG features: George Manahan, Owner + CEO; Bethany West, Vice-President + Senior Media Buyer; Ron Jarrett, Vice-President + Comptroller; Tammy Harper, Senior Account Manager; Jennifer Fields, Designer + Content Creator; Jessica Gamponia Wright, Health Communications Specialist; Jessi Weddington, Account Manager; Sarah Prince, Designer + Motion Graphics Designer; Sean Hyde, Social Media Director; Susan Manahan, Administrative Assistant; Cathy Carnemolla, Account Assistant; and Christina Conley, Administrative Assistant.

Over the past nineteen (19) years, The Manahan Group LLC has been honored as an industry leader by the West Virginia Chapter of the Public Relations Society of America (PRSA-WV), American Advertising Federation (AAF-WV) and the national Telly Awards. PRSA-WV has recognized TMG with its "Best in West Virginia" award five times, two of those times for creating and establishing the successful RAZE Teen Anti-Tobacco campaign.

CEO George Manahan was recognized in 2014 with the PRSA-WV Chapter Lifetime Achievement Award. He was only the fourth person to receive the honor in the organization's thirty (30) year history. In addition, Manahan was named to the 2016 State Journal's Who's Who in West Virginia and the 2018 West Virginia Executive's Sharp Shooter class.

We are pleased to provide you with our credentials.

Services

SERVICES

TMG provides clients with a comprehensive array of services that include:

- Account management
- Advertising
- Art direction and graphic design
- Brand development and execution
- Coalition development
- · Copywriting and copyediting
- Corporate identity
- Crisis communications
- Digital campaign management
- Event planning
- Illustration
- Interactive, app and web design
- Issues management
- Market research
- Measurement and evaluation
- Media analysis
- · Media planning, buying and management
- Media relations
- Out-of-home advertising
- Production management
- Public relations
- Radio, television and print coordination
- Research
- Social media content development and execution
- Speech writing
- Spokesperson training

- Strategic counsel, planning and concept development
- Video production and editing

Staff Bios

STAFF BIOS

GEORGE MANAHAN, OWNER + CEO

As founder and CEO, George brings tremendous advertising, public relations and grassroots experience to the team. George's work in advertising and PR agency management combined with former jobs in journalism and as press secretary to Governor Caperton led him to establish The Manahan Group.

George has been in advertising, public relations and media for over thirty (30) years. He was only the fourth person in the thirty (30) year history of the West Virginia Chapter of the Public Relations Society of America (PRSA-WV) to receive the group's Lifetime Achievement Award. He was also named PR Practitioner of the Year in 2010 and received the Silver Medal Award from the American Advertising Federation of West Virginia (AAF-WV) for his work on behalf of West Virginia's advertising industry. George is a graduate of Bethany College with a degree in Communications.

BETHANY WEST, VICE PRESIDENT + SENIOR MEDIA BUYER

Bethany's work planning and purchasing media has touched millions of people in markets nationally and regionally, around the state and around town. Bethany knows how to identify target audiences and the best method to reach them, and she helps each client reach their goals within budget. Her relationships with media outlets often result in more cost-effective placement. Bethany has experience with media buys for the West Virginia Department of Health & Human Resources, West Virginia Department of Highways, West Virginia Division of Motor Vehicles, Hartford Funds – SMART529 Education Savings Solution and the West Virginia State Treasurer's Office.

She is skilled at market research, media placement, tracking and analysis. She is a graduate of Marshall University with a degree in Marketing and has been with TMG for nineteen (19) years. In addition to her work for TMG she also served as Executive Director of the American Advertising Federation - West Virginia (AAF-WV).

RON JARRETT, VICE PRESIDENT + COMPTROLLER

Ron has over a decade of experience working on the business side of advertising. His experience in accounting and business management helps him to ensure that all the work the agency does is completed within budget. Ron has a Bachelor of Science degree in Human Resource Management from West Virginia University.

TAMMY HARPER, SENIOR ACCOUNT MANAGER

Tammy is a Senior Account Manager at The Manahan Group LLC (TMG) with more than twenty (20) years of experience in advertising and public relations, twelve (12) of which have been with our agency. She has an enthusiastic approach and brings strong organizational and project management skills as well as marketing strategy and media relations.

She is a past president of the West Virginia Chapter of the Public Relations Society of America (PRSAWV) and also served as the Events Volunteer for The Humane Society of the United States.

JENNIFER FIELDS, DESIGNER + CONTENT CREATOR

A talented writer, copy editor and graphic designer, Jennifer has more than seventeen (17) years of experience in the communications field. She brings her skills as a former newspaper editor and healthcare marketer to assist with design work and the coordination and development of social media for all of our clients. A print journalism major, she is skilled at conceptualizing and preparing work while meeting tight deadlines. In the past, she's written in-depth pieces for publications like Bridges Magazine, Portsmouth Metro Magazine and Rowan 24/7 Magazine.

Jennifer has a bachelor's degree in Print Journalism from Morehead State and recently completed an online social media course from Northwestern University.

JESSI WEDDINGTON, ACCOUNT COORDINATOR

Jessi joined The Manahan Group earlier this year as an Account Coordinator. She has over twelve (12) years of professional marketing experience across various industries: health, entertainment, travel, and education. Jessi brings her strong organizational and project management skills to the advertising world. She has a well-rounded background, ranging from student public relations campaigns to international work experience in Australia, and exposure to a wide range of marketing activities. Jessi has a bachelor's degree in business administration with a minor in economics and a master's degree in journalism with a public relations concentration from Marshall University.

SARAH PRINCE, MOTION GRAPHICS + DESIGNER

As the newest addition to The Manahan Group (TMG) team, Sarah is a talented graphic designer and animator. She has a passion for animation and likes creating 2-D animation and video content. When creating animations, Sarah enjoys the process, as well as the patience and ability of creating and bringing movement to a static design.

Sarah has a bachelor's degree in Digital Arts from Bowling Green State University and a master's degree in Motion Media and Design from Savannah College of Art & Design.

SEAN HYDE, SOCIAL MEDIA DIRECTOR

Regarded as one of the state's premiere digital marketing experts, Sean Hyde is an expert in his field. He helps clients work through innovative digital marketing solutions such as digital media buying and ad campaign management, social media strategy and management, branding, website development, search engine optimization and more. In addition to in depth experience running campaigns for local, national and international organizations, he has presented at professional marketing events, industry events, universities and online summits. Sean also holds the following certifications and designations: certified digital marketing professional, certified commerce marketing specialist, certified search

marketing specialist, certified data & analytics specialist, certified email marketing specialist, certified social & community manager, certified optimization & testing specialist, certified customer acquisition specialist, certified customer value optimization specialist and certified content marketing specialist.

SUSAN MANAHAN, ADMINISTRATIVE ASSISTANT

Susan has been with The Manahan Group for the past twelve (12) years. She provides assistance in many areas, including billing, media buying, and direct mail. Previously, she worked with the West Virginia Legislature, serving in the House Finance Committee and Legislative Services for over a decade. She has also worked in the Secretary of State's Office.

JESSICA GAMPONIA WRIGHT RN, MPH, CHES, HEALTH COMMUNICATIONS SPECIALIST

Jessica recently joined The Manahan Group LLC to assist on all public health projects for the agency. Jessica has been working in the public health field for over 28 years.

Previously serving as the Interim Co-Director for the Office of Community Health Systems and Health Promotion since the beginning of 2021, she was the Director for the Division of Health Promotion and Chronic Disease for twelve (12) years at the WV Bureau for Public Health. She led the Health Equity Action Team that moves forward actions for changing how WV addresses the social determinants of health. She has facilitated implementation of several synergistic projects that utilizes different perspectives and categorical funding sources to better meet the needs of state residents.

She utilized a team-based approach in addressing health in West Virginia within the Bureau, and with agencies outside of the Bureau. West Virginia has produced impactful outcomes addressing obesity prevention and health equity resulting in the National Association of Chronic Disease Directors awarding the Bureau \$300,000 in funding for "Building Resilient Inclusive Communities." She also led the Race and Ethnicity component of "Addressing Disparate Populations" – Race and Ethnicity and Rural Communities resulting in West Virginia receiving \$30,370,777.

On Target Strategic Development

ON TARGET STRATEGIC DEVELOPMENT

To ensure success of each campaign, The Manahan Group LLC (TMG) has a five-step strategic development process called On Target.

The planning process involves the client in the development of an itemized marketing plan and budget and provides deadlines for each project. On Target is the basis for the development of ideas that produce incredible campaigns and tremendous results. It is a five-step journey into a client's unique and specific marketing needs. The client is fully involved at the outset of the campaign development and participates in mapping a plan for success.

- **1. RESEARCH** TMG believes that every marketing effort needs some level of research in order to be successful. Secondary research can aid the understanding of the issue's current status and in gauging the success or failure of other similar campaigns. Primary research, including focus groups, surveys and media analysis, can be the key to unlocking current attitudes and opinions of audiences and to testing various creative approaches.
- **2. STRATEGIC PLANNING** TMG routinely conducts strategic planning sessions with clients during which results are reviewed and the assessment team uses the research findings to develop the basis for a marketing and public relations plan. Initial ideas for budget, tactics and timelines are also established.
- **3. CAMPAIGN DEVELOPMENT** In this phase, TMG will develop a campaign based upon the decisions in the strategic planning session. Campaign development may include the creation of creative materials, a public relations strategy, media buying and paid advertisements. The plan is a living document, meaning changes deemed necessary during implementation can be easily executed.
- **4. IMPLEMENTATION** At this stage, all of the campaign elements will be executed according to the established budget and timeline.
- **5. MEASUREMENT** TMG is dedicated to producing measurable results for clients. Those results may be measured in a variety of ways. The method of measurement will be determined during the initial client meeting.

Each of the five-steps involves an open discussion and information sharing. An On Target session can last a few hours or an entire day, depending on the client's needs. The end of the session results in the development of agreed-upon goals, objectives and tactics. We have also found that it results in a comfortable, easy and professional relationship between the client and the agency.

After the On Target session, The Manahan Group LLC will provide the client with a strategic plan that will include the following:

- Campaign goals and objectives
- Messaging
- Target audiences
- Market recommendations
- Tactics, including advertising, public relations and social media development

• Measurement guidelines

TMG will utilize the On Target process to clearly plan and strategize for the scope of work outlined in this proposal.

Final Version CRFQ 0802 DMV2200000008



BID RECEIVING LOCATION

PURCHASING DIVISION 2019 WASHINGTON ST E

DEPARTMENT OF ADMINISTRATION

WV

25305

BID CLERK

CHARLESTON

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

State of West Virginia **Centralized Request for Quote**

Page 15 The Manahan Group LLC CRFQ 0802 DMV2200000008

| Proc Folder: | 1024413 | Reason for Modification: | |
|-----------------------------|--|--------------------------|---------|
| Doc Description: Proc Type: | Addendum No. 1 To respond to vendor technical questions. | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2022-04-28 | 2022-05-05 13:30 | CRFQ 0802 DMV2200000008 | 2 |

| US | | | |
|-----------------------|-----------|------|--|
| VENDOR | | | |
| Vendor Customer Code: | | | |
| Vendor Name : | | | |
| Address: | | | |
| Street : | | | |
| City: | (e) | | |
| State : | Country: | Zip: | |
| Principal Contact : | | | |
| Vendor Contact Phone: | Extension | n: | |

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature X

FEIN# 20-0201317 DATE 5/4

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

Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05 Date Printed: Apr 28, 2022

ADDITIONAL INFORMATION

Addendum No. 1

To respond to vendor technical questions, see attached.

Bid opening remains May 5, 2022 at 1:30 pm est.

No other changes.

| INVOICE TO | | SHIP TO | |
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| DIVISION OF MOTOR VEHICLES | | DIVISION OF MOTOR VEHICLES | |
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| 1 | Account Management | 110.00000 | HOUR | | |

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Extended Description:

Contract Administration, Consultation, General Accounting, Third Party Procurement

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Extended Description:

Advertising Production

Date Printed: Apr 28, 2022 Page: 2 FORM ID: WV-PRC-CRFQ-002 2020/05

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| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
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| 3 | Media Planning and Buying | 1500.00000 | HOUR | | |
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Extended Description:

Media Planning and Buying

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| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
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| 4 | Design and Copy | 275.00000 | HOUR | | |
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| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 80160000 | | | | |

Extended Description:

Graphic Design, Writing Copy, Copy Editing, Interactive and/or Web

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| INVOICE TO | | DIVISION OF MOTOR VEHICLES | | | | | |
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| 5 | Media Training | 5.00000 | HOUR | | |

| Comm Code | Manufacturer | Specification | Model # | |
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| 80171803 | | | | |
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Extended Description:

Media Training

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | Event Date |
|-------------|---|------------|
| 1 | Vendor Technical Questions Due by 10:00 am EST. | 2022-04-27 |

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Date Printed: Apr 28, 2022 Page: 4 FORM ID: WV-PRC-CRFQ-002 2020/05

| | Document Phase | Document Description | Page 5 |
|---------------|----------------|---|-----------|
| DMV2200000008 | | Professional Advertising, Promotional, and Marketing Service | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/22/2022

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 have ADDITIONAL INSURED provisions or be endorsed

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| CAPITAL INSURANCE GROUP | | | | | PHONE (A/C, No. Ext): (304) 346-5232 (A/C, No): | | | | | |
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| | DED X RETENTION \$ 5000 | | | | | | | PR/COMP OPS AGG PER OTH- STATUTE ER | \$ 1,0 | 000,000 |
| | AND EMPLOYERS' LIABILITY Y/N | | | | | | | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | | | | | E.L. EACH ACCIDENT | \$ | |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - EA EMPLOYEE | | |
| | DESCRIPTION OF OPERATIONS below | - | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
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Certificate of Workers Compensation Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/22/2022

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 have ADDITIONAL INSURED provisions or be endorsed.

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| Charleston WV 25304 | | | | | | | | | |

Designated Contact and Certification and Signature Page

| (Name, Title) Juffly George Manahan, CEO (Printed Name and Title) GEORGE B. MANAHAN, CEO (Address) 222 CAPITOL ST, CHARLESTON, WV 2530/ (Phone Number) / (Fax Number) 304-343-2788 |
|---|
| (email address) SMANAHAN @MANAHANGROUP, COM |
| CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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. |
| By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel. |
| THE MANAHAY GROUP LLC |
| (Company) Suy Th Tolorge MANGHAN, CEO |
| (Authorized Signature) (Representative Name, Title) 520RGE B. MANAISAN, CEO 5/4/2022 |
| (Printed Name and Title of Authorized Representative) (Date) |
| 304-343-2800 / 304-343-2788 |
| (Phone Number) (Fax Number) |

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.

Page 25 The Manahan Group LLC CRFQ 0802 DMV2200000008

(Email Address)

GMANAHAN (D) MANAHAN GROUP, COM

General Requirements (Sections 3.1 to 3.2.3.10)

3 GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide WVGHSP with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

The Manahan Group LLC agrees to the terms and conditions set forth in Section 3.1.

3.1.1 Advertising, Promotional, and Marketing Services shall be provided to the WVGHSP for statewide coverage.

The Manahan Group LLC agrees to the terms and conditions set forth in Section 3.1.1.

3.1.1.1 The Vendor shall provide technical expertise and assistance in developing and implementing advertising and promotional campaigns through market analysis, creative services, branding, promotional activities and events, media, and public relations, as well as other marketing-related services that may arise that are more campaign- or medium-specific. The services received may vary in each campaign.

The Manahan Group LLC agrees to the terms and conditions set forth in Section 3.1.1.1.

3.1.1.2 The Vendor must provide at a minimum the following specific services: media buys for terrestrial and/or streaming radio, broadcast and/or streaming television, internet, print, and outdoor advertising; promotional event logistics; market research; trade show strategy development and execution; campaign and advertising project oversight; development and procurement of promotional items/novelties; creative services; and commercial production including talent, scripting, and spot distribution.

The Manahan Group LLC agrees to the terms and conditions set forth in Section 3.1.1.2.

3.1.1.3 Vendor must provide a statement of work for all advertising, promotional, and marketing services for each campaign. It shall be completed by deadlines specific to each project, campaign, or event as planned and identified in the statement of work, which will be submitted to WVGHSP for review.

The Manahan Group LLC agrees to the terms and conditions set forth in Section 3.1.1.3.

3.1.1.4 Vendor should not begin work on any advertising, promotional, and marketing services for a campaign until WVGHSP has approved the statement of work.

The Manahan Group LLC agrees to the terms and conditions set forth in Section 3.1.1.4.

3.1.1.5 Vendor must make every effort to purchase media at the best available rate.

The Manahan Group LLC agrees to the terms and conditions set forth in Section 3.1.1.5.

3.1.1.6 The Vendor must be available Monday through Friday, 7:30 AM to 7:30 PM or an agreed upon alternative time frame, per project, by the WVGHSP and Vendor.

The Manahan Group LLC agrees to the terms and conditions set forth in Section 3.1.1.6.

3.1.2 Experience Requirements:

3.1.2.1 Vendor must have been in business a minimum of five years and shall have completed and/or engaged in a minimum of three projects ranging in size from \$10,000 per project to projects valued at \$250,000. Project time frames vary from two weeks to ninety (90) days. Projects can be specific awareness campaigns.

The Manahan Group LLC meets or exceeds the requirements outlines in Section 3.1.2.1.

Vendor must provide the names of three businesses including contact person name and phone number, business address, dates, and detailed description and dollar value of the three projects. Vendor must provide this information prior to award.

Client: Hartford Funds / SMART529

Contact: Justine Bartholomew, Strategic Marketing Consultant, SMART529 Marketing

Lead

Phone: 610-387-2041, Email: Justine.Bartholomew@hartfordfunds.com

Timeframe: 2020-2021

Project Budget: \$269,235.05, CY2021 Annual

Location: West Virginia - Statewide Project Manager: Bethany West

The Manahan Group LLC (TMG) has been the agency of record for the SMART529 program since its inception more than fifteen (15) years ago. Our agency developed the brand and coordinated the advertising, public relations and outreach efforts for Hartford Funds. Their goal is to reach a wide demographic of adults raising elementary aged children in the state of West Virginia.

In an effort to reach these elementary school families, in 2007 through partnerships with Hartford Funds, the State Treasurer's Office and the Department of Education, TMG created an essay contest inviting Kindergarten through 5th grade students to write an essay about what they want to be when the grow up. These essays are judged based on the region of the state in which the child resides as well as their grade category. These grade categories are as follows: kindergarten & first grade students, second & third graders, and fourth & fifth graders. Fifteen regional winners are then selected (one from each region of the state and grade category) to win a \$500 SMART529 account, and the opportunity to be selected as the grand prize winner of an additional \$4,500 in that account giving them a total of \$5,000 towards their future education expenses.

The Manahan Group LLC produces all materials and events promoting this contest including newsletter/brochures, posters, direct mail pieces and shipping materials. In time the contest has

grown to include a teacher contest encouraging teachers to use the contest in their classrooms to encourage entries. These promotional materials are shipped to schools across the state the first of each year, with entries due in late February. Students, along with their teachers and parents put together their best efforts and mail them in ahead of the deadline. TMG then processes all entries, sorts them by grade category and region and creates packets for judges who then score and return them to us. TMG then averages the scores and works with the West Virginia State Treasurer's Office to notify all winners before the school year ends.

The contest was initially held in the fall but was moved to Spring as the Board of Education and several teachers suggested that it would be a great practice for annual testing. This new timeframe has been a source of trouble for the past few years as teacher strikes and COVID-19 struck in the middle of the essay contest period. In both scenarios the deadline was extended, cutting processing time for The Manahan Group LLC in half. Additionally in 2020, we were unable to coordinate with the schools to announce their winners. However, over the summer COVID numbers were trending low so everyone was hopeful for an in-person announcement event on September 23, 2021.

Due to rising cases of COVID-19 in the state, on August 27th of 2021 the decision was made to cancel the in-person event for the safety of all our winners. With a few weeks remaining, The Manahan Group LLC (TMG) quickly coordinated all virtual event details with the teams at both Hartford Funds and the State Treasurer's Office. The event was held virtually via Zoom video conference and broadcast live on Facebook for family and friends to participate as well. New packets were created for all winners containing the virtual event details and overnighted to each family just one week after the decision was made. TMG then created opening and closing graphics to be used during the Facebook Live event and coordinated all aspects of the live feed during the event. This event was a huge success, and the 2021 Grand Prize winner was Aurora who dreams of becoming a surgeon one day.

Client: WV Lottery

Contact: Sara Harpold, Advertising Manager

Phone: 304-558-0500 x 267, Email: SHarpold@wvlottery.com

Timeframe: 2021-2022

Project Budget: \$4,561,323.84 Annual CY2021

Location: West Virginia - Statewide Project Manager: Tammy Harper

The Manahan Group LLC (TMG) is currently the agency of Record for the West Virginia Lottery. Prior to planning and managing their campaign for fiscal year 2022 which began in July 2021, TMG was able to place, manage and optimize their entire advertising budget for the 2nd quarter of 2021. This included multiple messages and mediums as the Lottery regularly promotes the draw game jackpots and seasonal scratch-off tickets in addition to maintaining a consistent branding campaign throughout the year.

When TMG took over this account in January 2021, WV Lottery's existing media placements were evaluated, tweaked and optimized to improve performance. Placements with streaming television and radio were added to the mix to increase website traffic and introduce their

products to the public in a new way. Through a mix of traditional television, radio, billboards ads, and new media (including digital advertising, streaming radio and connected TV) over 20 million impressions were generated via 350,000 ads placed during this time period. While WV Lottery has a general media schedule that includes television, billboard, streaming tv, video ads and digital ads, they also have schedules that are placed daily when their draw game jackpots exceed \$200 million. In addition to traditional billboards, TMG also manages a feed that allows billboards promoting draw games to automatically update as each game's jackpot amount changes.

Client: West Virginia Governor's Highway Safety Program Contact: Aimee Cantrell, Public Information Specialist Phone: 304-926-3901, Email: Aimee.B.Cantrell@wv.gov

Timeframe: 2012-2020

Project Budget: \$207,642.32, CY2020 Location: West Virginia - Statewide Project Manager: Bethany West

The Manahan Group LLC (TMG) worked closely with the Governor's Highway Safety Program (GHSP) for a number of years on various public health related transportation campaigns such as Click It or Ticket promoting wearing a seatbelt, Motorcycle Safety promoting safe riding or Impaired Driving discouraging the act of driving under the influence of drugs and alcohol. All campaigns are initially approached in the same manner: the first step is defining the target audiences-not just a demographic age and sex, but what are their habits-where do they go and what do they do? What is leading them to the behavior(s) that we want to change? What is the campaign's goal-do we want to simply educate the public or do we need them to act (e.g., sign a petition, take a class, fasten a seatbelt)?

Once those questions were answered we delved deeper into how best to reach the largest percentage of these West Virginians in the most cost-effective way possible. While having a short-term call to action such as signing a petition or taking a Motorcycle Safety Course would be a great digital campaign, longer term goals of changing behaviors require more traditional mediums. At their start, everything is on the table and variables such as timing, budget and assets available vs assets needing to be produced all factor into the final marketing mix.

TMG worked closely with both GHSP and National Highway Transportation Safety Administration (NHTSA) to either utilize readily produced materials for these campaigns, or to create localized versions reflective of West Virginia residents, officers, locales, etc. creating multi-media campaigns that included a mix of original and existing materials. This allowed GHSP to keep costs low, while still creating marketing campaigns that reflected national messaging with a local look and feel.

A successful media placement in West Virginia is a complicated matter and multiple layers utilizing different mediums are the backbone of these efforts. A mix of both traditional and new media is integral to a successful and cost-effective campaign. Being a state with few urban areas, residents have longer commutes to their schools and offices-meaning they are in their cars and travelling our roads on a daily basis increasing exposure to local radio and outdoor advertising.

Outdoor also allowed GHSP to reach rural areas of the state where there is low access to other mediums. The mix of radio and outdoor resonates with the audience while they are driving and, therefore, the message is more effective.

While digital advertising is a strong force in today's world, much of the state of West Virginia was without high-speed internet in 2019 which affected what sort of advertisement would work (i.e. video and animated files could not be relied on).

Regardless of connectivity, digital advertising works best to push people towards a website to make a purchase, download a coupon, etc. Without an engaging, mobile-friendly website and strong call to action to which people can be sent, these campaigns were limited to GHSP's social media channels-Facebook and Twitter. Over time the digital advertising expenditures steadily increased in percentage of the ad spend.

Additionally, per funding requirements, GHSP is required to provide a detailed summary of how those funds are spent-including added values which were negotiated. Upon completion of each campaign, reports were submitted showing negotiated costs, and schedule detail as well as overall campaign value per market. For television and radio, these metrics were all calculated based upon current data from Nielsen and Nielsen Audio as well as cost estimates by market through SQAD. For outdoor we worked closely with our vendors to track how long the billboards stay posted beyond the time period for which the client was charged, and how many impressions were generated in that time period at no cost. For social media TMG tracked Facebook and Twitter engagement rates for each post in relation to the dollars spent on each.

Between October 1, 2018 – September 30, 2019, social media content created and managed by TMG generated over 23.8 million impressions with over 172,000 engagements and 41,000 link clicks.

Message Targeting – Impaired Driving & Click It or Ticket Target Audiences: Males 18-34 (Primary), Adults 18+ (Secondary) Project Budget: \$57,248.71, CY2020

The largest Governor's Highway Safety Program (GHSP) campaigns focus on the importance of abstaining from drunk driving. These campaigns, which air in short flights around holidays where alcohol is typically available, strive to educate the public about the dangers of drinking and driving as well as the enforcement of drinking and driving laws.

Additionally, GHSP is also responsible for the annual Click It or Ticket campaigns which kicks off in May, and also includes mini blitzes quarterly throughout the year. This campaign also focuses on educating the public, but in this case about the dangers and effects of not wearing a seatbelt.

These campaigns take a multi-media approach to reaching these two distinct audiences. The Male 18-34 believes himself to be invincible and therefore requires a high frequency of messages to resonate and change that behavior. Sometimes he is unwilling and therefore the secondary audience of Adults 18+ is also targeted in hopes of imploring an outside opinion that those

behaviors should change.

For Impaired Driving there are four to five campaigns over the course of a year aligning with National Enforcement periods. The mix for these varied, but typically included either TV or radio along with outdoor and social media components. As budget allowed, TMG also included cinema advertising as well as bar/restaurant signage to bolster frequency numbers.

The Click It or Ticket campaign also aligns with the National Enforcement period for seatbelt usage in May as well as quarterly mini blitzes. Due to budget the mini blitzes often included only statewide radio, but the kick-off campaign in May included a mix of television, outdoor, radio (both local and statewide) and social media.

Message Targeting – Motorcycle Safety

Target Audience: Adults 18+

Project Budget: \$136,416.18, CY2020

The Governor's Highway Safety Program (GHSP) has a Motorcycle Safety campaign that runs each May as motorcycle season gets underway in the state. The campaign's message focused on creating an awareness of motorcycle riders amongst other motorists.

In an effort to place these messages in the most effective manner TMG relied on a mix of outdoor and social media posts to generate this awareness. TMG worked closely with GHSP and National Highway Transportation Safety Administration (NHTSA) on key message points, and to secure specific billboard locations along defined motorcycle routes across the state as well as in general high traffic areas. TMG worked with billboard vendors to secure locations that were along motorcycle routes and events each Spring and Summer. While we weren't targeting only motorcycle riders, we found that the message resonated more in a location where motorcyclists travel.

Additional messaging was then created to accompany this content and reach the audience where they were. TMG also placed radio schedules on stations near college campuses that reach young people, streaming television spots to reach mom at whatever time she can find to catch up on her favorite show and billboards that were located along motorcycle routes identified by WV Tourism.

The Manahan Group LLC's approach to planning marketing campaigns is superior to other approaches because we begin with the target audience in mind. TMG crafts content that speaks to the intended audience – whether that is a binge drinking college student, a new mom navigating car seats or a new biker. The same approach does not work for all of these audiences, and therefore we deliver the message in a way that speaks to its specific intended audience. Historically the Department of Transportation had been using scare tactics to change behavior, which was met many times by disdain because their target audience didn't want to be told what to do. TMG took a different approach, striking a balance between scary statistics and emotional appeal by using humor.

Media planning – both earned and paid – in West Virginia is a complex task as all but one media

market spills heavily into other states which is not helping West Virginia residents. TMG's experience in media buying in this state is unmatched as it is not as simple as ratings and impressions because in many cases those are not West Virginia residents, which inflates the ad spend and wastes state dollars.

Client: West Virginia Division of Tobacco Prevention

Contact: Jim Kerrigan, Director

Phone: 304-356-4219, Email: James.F.Kerrigan@wv.gov

Timeframe: 2021

Project Budget: \$72,314.60 Location: Charleston, WV Project Manager: Bethany West

In January of 2021, the Division of Tobacco Prevention reached out The Manahan Group LLC (TMG) for assistance with their messaging for the year. The program has two distinct messages each with their own target audience, but all focusing on decreasing tobacco use amongst West Virginians. The Quitline program provides support to West Virginians over the age of 18 who are looking to end their tobacco addiction, while the RAZE campaign focuses on keeping teens from getting addicted in the first place.

After reviewing secondary research available (new research was not possible due to a combination of budget restrictions and COVID), TMG worked closely with DTP and their partner agencies (American Lung Association) to create a message for each that worked for their audience.

For the RAZE campaign targeting teenagers, the Lung Association was interested in a summer campaign to increase recruitment in RAZE programs around the state. In order to do so TMG reviewed research showing that the top reasons that teens decide to vape are most likely either peer pressure or the various flavors that are available. We then crafted a message that communicated a response to these reasons and included the "Stop the Liquid Lies" tagline which had been established. Digital was selected as the best medium for this audience for two reasons – first, teens are always on their mobile devices and secondly, we wanted to drive traffic to the RAZE Recruitment webpage. A mix of paid digital ad placements and social media content would allow both goals to be achieved in the most cost-effective way.

The animation was fairly simple – incorporating bright colors with a few teenage characters. The spots were kept to only :15 to accommodate the short attention of teens.

One message took the typical "1 in 3 WV Teens Vape" and flipped it to show that 2 in 3 (or 64.3 percent) choose not to vape. Visually the spot had one vaping teen and two none vaping teens, with the two non-vapers pulling the third out of a cloud of vapor. The vapor clears leaving a message of "It's time to stop the Liquid Lies" and a call to action to visit the RAZE WV recruitment page.

The second spot centered around the fruity flavors that tobacco companies are using to target teens with their products. The spot opened with a cell phone showing a headline of "Most Vapes

Contain Nicotine", and with a puff of smoke animated fruits appear on screen. The teens then discuss that tobacco companies are getting them hooked with fruity flavors as fish hooks pierce each fruit. The vapor clears leaving a message of "It's time to stop the Liquid Lies" and a call to action to visit the RAZE WV recruitment page.

Since The American Lung Association (ALA) handles social media for RAZE, the final piece of this campaign was to create elements that could be used on the social media feeds that they manage. TMG created multiple posts including content and images which were sent to ALA to manage.

The paid media placements generated over 955,000 impressions with an impressive view through rate of 75.86 percent – whereas the industry average is only 65 percent.

TMG's approach to this video production was superior to others because an existing relationship with an animation company allowed us to bring to life the client's vision with original animation quickly.

The Manahan Group LLC places millions of dollars with local and regional media outlets on an annual basis giving us tremendous buying power.

Specialized software and tools which TMG utilizes for multi-media advertising placements include but are not limited to:

- Choozle
- Freewheel Suite
- Manychat
- Ontraport
- Infusionsoft
- Instant customer
- Social Report
- Sprout Social
- Sniply
- Social Mention
- Spark AR

3.1.2.2 Vendor shall have the knowledge, understanding, and capability to work on multiple WVGHSP projects by providing expertise and resources necessary to ensure reaching established goals on a concurrent basis.

The Manahan Group LLC meets or exceeds the requirements outlines in Section 3.1.2.2.

3.1.2.3 Vendor must provide a list of potential subcontractors and potential subcontracted

services that may be needed to meet the requirements of this contract. Vendor must provide this information with each statement of work. Any services that cannot be provided by the awarded Vendor that must be subcontracted shall be disclosed to the WVGHSP at the time of the request. The WVGHSP has the right to reject the proposed subcontractor and require that the awarded Vendor seek other sources.

The Manahan Group LLC, will only hire subcontractors after submitting (3) bids to WVDMV/WVDOH and meeting all purchasing requirements outlined by WVDMV/WVDOH. The Manahan Group LLC agrees to the terms and conditions set forth in Section 3.1.2.3.

3.1.2.4 Upon receipt of a formally requested project, the Vendor shall advise the WVGHSP requesting the project, in writing, within three (3) calendar days of their acceptance of the requested project. Failure on the Vendor's part to acknowledge acceptance of the requested project may result in cancellation of the contract. After the Vendor has accepted the requested project, the vendor shall discuss with WVGHSP the scope of requirements and formalize a detailed statement of work including, but not limited to, description of project needs and requirements, timeframe/deadline for completion of project, line-item pricing as established on the Pricing Page and all reporting requirements.

The Manahan Group LLC agrees to the terms and conditions set forth in Section 3.1.2.4.

3.1.2.5 The Vendor must include all costs associated with subcontractors in their bid. No additional costs will be paid to the Vendor or to a subcontractor for any work performed.

The Manahan Group LLC agrees to the terms and conditions set forth in Section 3.1.2.5.

3.2.2 Account Services:

Vendor shall provide account services, creative services, talent production and technical expertise. The Vendor must assist in developing and implementing advertising and promotional campaigns, promotional activities and other marketing-related services. Such services include, but are not limited to, video, audio, internet, social media, print advertising (including both indoor and outdoor advertising), printed materials, website design and maintenance, qualitative and quantitative research, development and procurement of promotional items, daily pickup and delivery of any hard copy correspondence between the WVGHSP and Vendor and oversight of specific or special ad hoc projects.

As long as the Vendor can meet all requirements of this contract, the Vendor does not need to be physically located in the Charleston, WV area.

The Manahan Group LLC meets or exceeds the requirements outlines in Section 3.2.2.

3.2.2 Contract Items and Deliverables:

3.2.3.1 Account Management includes all time spent on: contract administration and/or the development of statements of work outlining duties and expectations for projects; time involved in consultation with agency staff over projects and with possible third parties or subcontractors for projects or commodities; procurement of commodities via a third part or a subcontractor; as well as market research, providing proof of performance of media and/or projects, general accounting and billing functions for or on behalf of the WVGHSP.

The Manahan Group LLC agrees with your definition of Account Management as described in Section 3.2.3.1. We agree to abide by all terms and conditions listed in this section.

3.2.3.2 Video Production encompasses broadcast television, online digital video production and must include components of the development of any product including but not limited to commercials, infomercials, interviews, documentaries, videos/DVDs, or any taped or live recording that is designed to be broadcast or viewed upon or through any medium, including broadcast television and YouTube or at events or meetings. When video production is requested, all components must be included in the statement of work.

The Manahan Group LLC agrees with your definition of Video Production as described in Section 3.2.3.2. We agree to abide by all terms and conditions listed in this section.

3.2.3.3 Audio Production includes terrestrial broadcast radio, digital streaming audio content and must include components of the development of any product including but not limited to commercials, infomercials, interviews or any taped or live recording that is designed to be broadcast by radio or satellite, including through web portals and at events or meetings.

When Audio Production is requested, all components must be included in the statement of work.

The Manahan Group LLC agrees with your definition of Audio Production as described in Section 3.2.3.3. We agree to abide by all terms and conditions listed in this section.

3.2.3.4 Media Planning and Buying must include components of any purchase of radio or television time, purchase of printed space for advertising or other information or promotion, as well as any related media such as website advertising, electronic mail messages, social media posting or other message-based delivery.

If a Vendor uses software services, any costs incurred must be built into the hourly rates as additional costs will not be considered.

Pre-campaign research for proper placement and buys are to be included in planning and provided in the statement of work before actual buys are made on all media.

The Vendor is permitted to charge a "mark-up" on media buys for ad placement, of not more than 10 percent, and in accordance with the pricing provided on Exhibit A. The WVGHSP has final approval on all media buy plans.

When Media Buys are utilized, a summary of post campaign measurements must be provided in order to determine the advertisement's impact with the target audience. The post campaign measurements will vary depending on the type of media used but should determine whether the anticipated results were achieved and if the target audience was reached. The summary must be provided at no additional cost to WVGHSP.

The Manahan Group LLC agrees with your definition of Media Planning and Buying as described in Section 3.2.3.4. We agree to abide by all terms and conditions listed in this section. The Manahan Group LLC utilizes the Freewheel software for media placement, and subscribes to Nielsen Corporation's third party independent ratings. The Manahan Group LLC is familiar with the types of reporting requirements that WVDMV has particularly with federal grants and can prepare the reports needed as requested.

3.2.3.5 Outdoor Advertising must include components of the development of any product including but not limited to billboards and signs, any related development such as design, printing, procurement or rental of billboard space, including electronic/digital billboards.

The Manahan Group LLC agrees with your definition of Outdoor Advertising as described in Section 3.2.3.5. We agree to abide by all terms and conditions listed in this section.

3.2.3.6 Print Media must include components of the development of any product including but not limited to documents, reports, signs, logos, manuals, guides, notebooks, advertisements, handouts and any related development such as design, printing or procurement of print media, including items that can be distributed at events, meetings or other functions.

The Manahan Group LLC agrees with your definition of Print Media as described in Section 3.2.3.6. We agree to abide by all terms and conditions listed in this section.

3.2.3.7 Internet/Worldwide Web must include components of the development of any product including but not limited to websites, webpages, internet portals and any related development such as design and procurement of such.

The Manahan Group LLC agrees with your definition of Internet/Worldwide Web as described in Section 3.2.3.7. We agree to abide by all terms and conditions listed in this section.

3.2.3.8 Market Research, Pre and Post Campaign must include components of the development of any product including but not limited to print, electronic, telephone, smart phone or other survey medium, any analysis related to the design of or collection of responses from such surveys and any evaluation or results determined from the survey(s), as well as any related development such as design, printing, procurement of survey materials or tools to conduct, analyze or evaluate the survey. Post campaign measurements must be made for each paid media campaign. The Vendor must maintain this information for the life of the contract plus one year.

The Manahan Group LLC agrees with your definition of Market Research, Pre and Post Campaign as described in Section 3.2.3.8. We agree to abide by all terms and conditions

listed in this section.

3.2.3.9 Media Training must include components of hands on, interactive public relations training with WVGHSP and contract employees including practical exercise training that pertain to WVGHSP or Agency related issues to teach positive media relations and public speaking skills for in- person, on camera, on air or in print interviews including basic crisis management skills, image maintenance and spin control.

The Manahan Group LLC agrees with your definition of Media Training as described in Section 3.2.3.9. We agree to abide by all terms and conditions listed in this section.

3.2.3.10 Design and Copy must include components of layouts, sketches, artwork, computer images and writing and copy including, but not limited to advertising copy, film master tapes, typesetting, photocopies, storyboards, interactive and/or web and computer data storage disks/cards used in advertisements or other materials developed and placed by the Vendor for the WVGHSP shall become the exclusive property of the WVGHSP.

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

When Design and Copy is requested, all components must be included in the Statement of Work.

The Manahan Group LLC agrees with your definition of Design and Copy as described in Section 3.2.3.10. We agree to abide by all terms and conditions listed in this section.

3.2.3.11 Data Acceptance and Transfer must have the ability to accept electronically. E-mail capabilities with file transfer (both Macintosh and PC) must be provided by the Vendor. Data acceptance transfer is not a billable pay item.

The WVGHSP reserves the right to produce and/or create, in-house, any of the components of Section 3.2.3, when needed.

The Manahan Group LLC agrees with your definition of Data Acceptance and Transfer as described in Section 3.2.3.11. We agree to abide by all terms and conditions listed in this section.

Contract Manager

REQUEST FOR QUOTATION – CRFQ DMV22*08 Professional Advertising, Promotional and Marketing Services

- **7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- **7.1.4** Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - **7.2.1** Immediate cancellation of the Contract.
 - **7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - **7.2.3** Any other remedies available in law or equity.

8. MISCELLANEOUS:

- **8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **8.2** Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 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: 5EORGE B, MANAHAN
Telephone Number: 304-343-2800
Fax Number: 304-343-2788
Email Address: 3MANAHAN MANAHAN GROVE, COM

Purchasing Affidavit

Purchasing Affidavit (Revised 01/19/2018)

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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:

AFFIX SEAL HERE

"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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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.

Vendor's Name: THE MANAHAN GROVE LLC Authorized Signature: Date: 5-4-22 State of West Virginia County of Kanawna, to-wit: Taken, subscribed, and sworn to before me this 4H day of May, 2033 My Commission expires September 10, 2033

OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC

Alexandria Ryan 600 West Ave., Apt. 2, South Charleston, WV 25309 My Commission Expires September 10, 2025 NOTARY PUBLIC

Disclosure of Interested Parties to Contracts

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not allow a vendor to perform work on a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the state agency prior to beginning work under a contract and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

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West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Page 45 The Manahan Group LLC CRFQ 0802 DMV2200000008

| Name of Contracting Business Entity: THE MANAHAN GROVE LCC Address: 222 CAPITOL ST |
|---|
| [HARLESTON, WV 25301 |
| Name of Authorized Agent: GLORGE B. MANAHAN Address: (SAME) |
| Contract Number: (RFQ 0802 DMV00000008 Contract Description: PROFESSIONAL ADVERTISING PROMOTIONAL, AND MARKETNO SERVICES |
| Governmental agency awarding contract: DIVISION OF MOTOR VEHICLES |
| ☐ Check here if this is a Supplemental Disclosure |
| List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary): |
| 1. Subcontractors or other entities performing work or service under the Contract |
| Check here if none, otherwise list entity/individual names below. |
| |
| 2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities) □ Check here if none, otherwise list entity/individual names below. □ CAGE B. MANAHAN, 100% |
| 3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract) Check here if none, otherwise list entity/individual names below. |
| Signature: Date Signed: 5-4-22 |
| Notary Verification |
| State of West Virginia , County of <u>Ranawha</u> : |
| I, Alexandra Rugan, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury. |
| Taken, sworn to and subscribed before me this |
| Alexandria Ryn Notary Public's Signature |
| To be completed by State Agency: |
| Date Received by State Agency: Date submitted to Ethics Commission: OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC |
| Date submitted to Ethics Commission: |

Governmental agency submitting Disclosure: _

WV Business Registration and LLC Designation and Amendments

WEST VIRGINIA STATE TAX DEPARTMENT

BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:
MANAHAN GROUP LLC THE
DBA MANAHAN GROUP THE
222 CAPITOL ST 400
CHARLESTON, WV 25301-2, 15

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 Tex 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





I, Joe Manchin III, Secretary of State of the State of West Virginia, hereby certify that

MANAHAN & PAULEY LLC

Control Number: 59437

has filed its "Articles of Organization" in my office according to the provisions of West Virginia Code §§31B-2-203 and 206. I hereby declare the organization to be registered as a limited liability company from its effective date of September 4, 2003 until the expiration of the term or termination of the company.

Therefore, I hereby issue this

CERTIFICATE OF A LIMITED LIABILITY COMPANY



Given under my hand and the Great Seal of the State of West Virginia on this day of September 4, 2003

Secretary of State

Page 48
The Manahan Group LLC
CRFQ 0802 DMV2200000008

Joe Manchin III Secretary of State State Capitol Building 1900 Kanawha Blvd, East Charleston, WV 25305-0770

WEST VIRGINIA ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY

Penney Barker, Team Leader Corporations Division Tel: (304) 558-8000 Fax: (304) 558-5758

Hours: 8:30 a.m. - 5:00 p.m. ET

Control # 2

We, acting as organizers according to West Virginia Code §31B-2-202, adopt the following Articles of Organization for a West Virginia Limited Liability Company: 1. The name of the West Virginia limited liability Manahan & Pauley LLC company shall be: The name must contain one of the required terms such as "limited liability company" or abbreviations such as "LLC" or "PLLC"--see instructions for list of acceptable terms.] 2. The company will be a: LLC professional LLC for the profession of ___ Suite 1710, 900 Lee Street, East 3. The address of the initial designated office of the company will be: WV 25301 [need not be a place of the company's business] Charleston City/State/Zip: 4. The mailing address of the principal Street/Box office, if different, will be: Oty/State/Zip: The name and street address of the **Brent Pauley** Name: person to whom notice of pro-Suite 1710, 900 Lee Street, East cess may be sent, if any, is: Street Charleston, WV 25301 City/State/Zio: The mailing address of the above Street/Box: agent of process, if different, is: Otv/State/Zin: The name and address of each organizer and member with signature authority. OFFICE OF Name No. & Street City, State, Zip CHIN III SECRETARY OF STATE **Brent Pauley** Suite 1710, 900 Lee Street, East Charleston, WV 25311 George Manahan Suite 1710, 900 Lee Street East Charleston, WV 25311 7. The company will be: an at-will company, for an indefinite period. a term company, for the term of 100 vears.

ued by the Secretary of State, State Capitol, Charleston, WV 25305-0770

Revised 5/03

| WEST VIRGINIA ARTICLES OF ORGAN | IZATION OF LIMITED LIABILITY COMPANY Page 2 |
|--|--|
| 8. The company will be: | member-managed. [Professional LLCs, please list all members on attached sheet to assure compliance with licensing requirements.] |
| George Manahan | manager-managed, and the name and address of each initial manager is listed below. [Attach extra sheet if needed.] Suite 1710, 900 Lee Street, East, Charleston WV 25311 |
| Brent Pauley | Suite 1710, 900 Lee Street, East, Charleston WV 25311 |
| Ail or specified members of a limited flability company are liable in their capacity as members for all or specified debts, obligations or liabili- ties of the company. | NO— All debts, obligations and liabilities are those of the company. YES — Those persons who are liable in their capacity as members for all debts, obligations or liability of the company have consented in writing to the adoption of the provision or to be bound by the provision. |
| 10. The purposes for which this limited li. (Describe the type(s) of business activi residential and commercial buildings, " marketing, advertising, public relations and | ty which will be conducted, for example, "real estate," "construction of commercial printing," "professional practice of architecture,") |
| 11. Other provisions which may be set for [See instructions for further information; use of | th in the operating agreement or matters not inconsistent with law: extra pages if necessary.] |
| NONE | |
| 12. The number of pages attached and inc. 13. The requested effective date is: X [Requested date may not be | cluded in these Articles is <u>0</u> . the date & time of filing |
| | the following date and time |
| 14. Contact and Signature Information: | |
| a. Contact person to reach in case there is | s a problem with filing: _Brent Pauley |
| Phone #(304) 343-2800 | |
| b. Print Name of person who is signing ar | ticles of organization:Brent Pauley |
| | nanaged company, member of a member-managed company, person mpany has not been formed or attorney-in-fact for any of the bove. |
| Brent PauleyName [print or type] | Organizer Title/Capacity Signature |

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I, Betty Ireland, Secretary of State of the State of West Virginia, hereby certify that

originals of the Articles of Amendment to the Articles of Organization of
MANAHAN & PAULEY LLC

are filed in my office, signed and verified, as required by the provisions of West Virginia Code §31B-2-204 and conform to law. Therefore, I issue this

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

changing the name of the limited liability company to

THE MANAHAN GROUP LLC

and I attach to this certificate a duplicate original of the Articles of Amendment.



Given under my hand and the Great Seal of the State of West Virginia on this day of June 14, 2005

Sty Treland

Secretary of State

Secretary of State State Capitol Bidg. 1900 Kanawha Bivd. East Charleston, WV 25305

Corporations Division Tel: (304) 558-8000 Fax: (304) 558-5758 Hrs - 8:30am-5:00pm

WWW.WV505.0000

FEE: \$25

WEST VIRGINIA ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

husiness@wvsos.com

| In accordance with §31B-2-204 of the Code of West Vi Amendment to its Articles of Organization: | rginia, the undersigned of | rganization adopts the | following Artic |
|--|----------------------------|------------------------|-----------------|

| Change of Name information or Text of Amendment Change of Name information or Text of Amendment Change of Name from Manahan & Pauley LLC To: The Manahan Group LLC Other amendment (use additional pages if necessary) Contact name and number of person to reach in ease of problem with filing: (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document) Name: Charles O. Lorensan Phone: 243-5555 Signature of person executing document: Capacity in which before is rigning (Example: member, manager, etc.) FILED JUN 1 4 2005 FRIST THIS COFY, THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | The name of the organization is Nanahan & Pauley LLC |
|--|--|
| Change of pame from Manahan & Pauley LLC To: The Manahan Group LLC Cither amendment (use additional pages if necessary) Contact name and number of person to reach in case of problem with filing: (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document) Name: Charles O. Lorenban Phone: 243-5555 Signature of person executing document: Capacity in which be/she is rigning (Example: member, manager, etc.) FILED JUN 1 4 2005 PRINT THIS COPY, THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | Date of filing Articles of Organization with the West Virginia Secretary of State: 9/4/03 |
| Contact name and number of person to reach in case of problem with filing: (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document) Name: Charles O. Lorensan Phone: 343-5555 Signature of person executing document: Capacity in which beliefs is signing (Example: member, manager, etc.) PRINT THIS COPY. THES CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | Change of Name information or Text of Amendment |
| Contact name and number of person to reach in case of problem with filing: (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document) Name: Charles O. Lorensan Phone: 243-5555 Signatus: of person executing document: Capacity in which he/she is signing (Example: member, manager, etc.) JUN 1 4 2005 PRINT THIS COPY, THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | Change of pame from Manahan & Pauley LLC |
| Contact name and number of person to reach in case of problem with filing; (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document) Name: Charles O. Lorensen Phone; 243-5555 Signature of person executing document: Capacity in which be/she is signing (Example: member, manager, etc.) JUN 1 4 2005 PRINT THIS COPY, THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | To: The Manshan Group LLC |
| Name: Charles O. Lorensen Name: Charles O. Lorensen Fhone: 343-5555 Signature of person executing document: Capacity in which he/she is rigning (Example: member, manager, etc.) FILED JUN 1 4 2005 PRINT THIS COPY. THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | Other amendment (use additional pages if necessary) |
| Name: Charles O. Lorensen Name: Charles O. Lorensen Fhone: 343-5555 Signature of person executing document: Capacity in which be/she is rigning (Example: member, manager, etc.) FILED JUN 1 4 2005 PRINT THIS COPY. THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | |
| Name: Charles O. Lorensen Name: Charles O. Lorensen Fhone: 343-5555 Signature of person executing document: Capacity in which he/she is rigning (Example: member, manager, etc.) FILED JUN 1 4 2005 PRINT THIS COPY. THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | Market of the Authority Authority of the |
| Name: Charles O. Lorenben Signature of person executing document: Capacity in which he/she is signing (Example: member, manager, etc.) FILED JUN 1 4 2005 PRINT THIS COPY. THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | Contact name and number of person to reach in case of problem with filing: (optional, however, listing one may help to |
| Signature of person executing document: Capacity in which he/she is signing (Example: member, manager, etc.) FILED JUN 1 4 2005 PRINT THIS COPY, THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | |
| Signature Capacity in which he/she is signing (Example: member, manager, etc.) FILED JUN 1 4 2005 PRINT THIS COPY, THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | PROBE: 243-3333 |
| (Example: member, manager, etc.) FILED JUN 1 4 2005 PRINT THIS COPY, THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | Signature of person executing document: |
| JUN 1 4 2005 PRINT THIS COPY, THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | Signature Capacity in which he/she is signing |
| JUN 1 4 2005 PRINT THIS COPY, THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | (Example: member, manager, etc.) |
| PRINT THIS COPY, THEN CLICK HERE TO RESET. IN THE OFFICE OF SECRETARY OF STATE | FILED |
| IN THE OFFICE OF SECRETARY OF STATE | JUN 1 4 2005 |
| SECRETARY OF STATE | PRINT THIS COPY, THEN CLICK HERE TO RESET. IN THE OFFICE OF |
| TITIN LLD-2 Issued by the WV Secretary of State Revised 1/05 | SECRETARY OF STATE |
| mm LLD-2 Issued by the WV Secretary of State Revised 1/05 | |
| | lesued by the WV Secretary of State Revised 1/05 |
| | |
| | |



I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

THE MANAHAN GROUP LLC

has filed a "Certificate of Registration of Trade Name" in my office according to the provisions of Chapter 47 of the West Virginia Code and was found to conform to law.

Therefore, I hereby issue this

CERTIFICATE OF REGISTRATION OF TRADE NAME

authorizing it to transact business in West Virginia under the assumed name of

THE MANAHAN GROUP



Given under my hand and the Great Seal of the State of West Virginia on this day of November 18, 2010

atelil E Yemma

Secretary of State

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NOV 1 8 2010

Natalie E. Tennant Secretary of State 1900 Kanawha Blvd E. Bldg 1, Suite 157-K Charleston, WV 25305

FILE ONE ORIGINAL (Two if you want a filed stamped copy returned to you) FEE: \$25.00



Tel: (304)558-8000 Fax: (304)558-8381 WWW.WVSOS.COM

APPLICATION FOR TRADE NAME

Hrs: 8:30 a.m. - 5:00 p.m. ET

- 1. The name of the company applying to register a trade name is:
- 2. The above company is applying to do business within West Virginia under the following trade name:
- 3. The address of the principal office:

THE MANAHAN GROUP LLC

THE MANAHAN GROUP

222 CAPITOL ST STE 400

CHARLESTON WV 25301

4. The name, title, address and signature of the person having authority to make application:

Name:

GEORGE B. MANANAN

Street:

222 CAPITOL ST STE 400

Title: DWNER/CEO

BEFORE you fill out the application: The name you select will be approved only if it is availablethat is, if the name is not the same as and is distinguishable from any other name which has been reserved or filed. Before you prepare this application, call the Corporations Division at (304)558-8000 to find out if the name you have chosen is available. A telephone check on availability of a name is not a guarantee. but it will help find a name you can use.

As required by \$47-8-4 of the West Virginia Code, corporations, associations, limited partnerships, limited liability partnerships, business trusts, and limited liability companies may not conduct business under a trade name or assumed name without first filing an application for registration of trade name with the Secretary of State.

FILE THE APPLICATION AT THE ADDRESS ON THE TOP OF THE APPLICATION FEE - \$25 Make checks payable to the WV Secretary of State.

Form NR-3

Office of the Societary of State

Resided 10/00

Page 54 The Manahan Group LLC CRFQ 0802 DMV2200000008

Vendor Preference Certificate

WV-10 Approved / Revised 06/08/18

State of West Virginia

The Manahan Group LLC CRFQ 0802 DMV2200000008

ENDOR PREFERENCE CERTIFICATE

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

| Division | will make the determination of the Vendor Preference, if applicable. | |
|--|---|--|
| 1. | Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or, | |
| | 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. | |
| 8. | Application is made for reciprocal preference. Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies. | |
| requiren or (b) as | understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; seess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to tracting agency or deducted from any unpaid balance on the contract or purchase order. | |
| authoriz the requ | nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid lired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information 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. | | |
| | | |

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

Proof of Vendor Registration

OASIS Account Summary

My Account

Primary Account Administrator

Name:Ronald Jarrett

Email:rjarrett@manahangroup.com

Phone:304-343-2800

Account Status

Vendor Code:00000109305 Vendor Status:Active 1099 Reportable:

Registration Application Date:07/09/2021

Registration Effective Date:09/12/2021

Registration Expiration Date:09/12/2022

Vendor Compliance Holds

Tax Clearance:false
Prevent New Orders:No
Unemployment Insurance:false
Worker's Compensation:false
Secretary of State Registration:false
Federal Debarred:false

Disclosure Statement & Small Business Certification Application

| WV-1 | |
|-------------|------------|
| REV. | 03/29/2022 |

| ☐ New | Update |
|-------|--------|
|-------|--------|

STATE OF WEST VIRGINIA - PURCHASING DIVISION

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code** §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$2,500 in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a \$125.00 annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at **wvOASIS.gov**. Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of \$125.00. Incomplete forms may not be processed and may be returned to the vendor. Please send completed form and payment to:

Purchasing Division - Vendor Registration 2019 Washington Street East Charleston, WV 25305-0130

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (*West Virginia Code* §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at *www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf*.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in **West Virginia Code** §5A-3-12, other applicable sections of the **West Virginia Code**, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to *West Virginia Code of State Rules* §148-1-6.1.7.

Should you need additional information relating to vendor registration, please visit **www.state.wv.us/admin/purchase/VendorReg.html**. Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311.

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|-------------------------|
| The Manahan Group LLC |
| CRFQ 0802 DMV2200000008 |

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

To Be Completed by the Vendor and Returned to the Purchasing Division

| 1. Legal Name of Company/Individual THE MANAHAN GROUP LLC | | | |
|---|--|--|--|
| | Ordering Address 222 CAPITOL ST, CHARLESTON, WV 25301 | | |
| | (Please provide a physical address, not a post office box.) | | |
| | Payment Address (SAME) | | |
| | | | |
| | City, State, Zip (SAME) | | |
| | Telephone Number 304, 343, 2800 Fax Number 304, 343, 2788 | | |
| | Principle Contact Person <u>GEORGE B</u> , <u>MANAHAN</u> <u>E-mail</u> <u>GMANAHANGRUIP.Con</u> | | |
| | Contact's Telephone Number 304.343.2800 Contact's Fax Number 364.343.2788 | | |
| | The Marie To | | |
| | DBA, if any THE MANAHAN GROUP | | |
| | Ordering Address (SAME) | | |
| | | | |
| | Payment Address (SAME) | | |
| | Kara | | |
| | City, State, Zip (SAME) | | |
| | Telephone Number (SAME) Fax Number (SAME) | | |
| | Principle Contact Person (SAME) E-mail (SAME) | | |
| | Contact's Telephone Number (SAME) Contact's Fax Number (SAME) | | |
| | | | |
| 2. | Vendor Tax Classification: | | |
| | Individual Government | | |
| | Sole Proprietor Medical Corporation | | |
| | Partnership Attorney Corporation Corporation Non-Profit Organization | | |
| ₹ | Board Member Payroll | | |
| j | Trust Employee | | |
| | Estate | | |
| | | | |

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VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

To Be Completed by the Vendor and Returned to the Purchasing Division

| 3. Taxpayer Identification Number (TIN): If you have an Identification is corporations, or companies with employees must have an EIN. 2002013/7 EIN | lumber, enter it below. All partnerships, |
|--|--|
| If you do not have a EIN, please enter Social Security number (SSN), Indi Adoptive Identification Number (ATIN) and check the correct below. - (SSN, ITIN, ATIN | |
| 4. (A) Small, Women-Owned, Minority-Owned Businesses | |
| West Virginia Code §5A-3-59 establishes a procurement certification prominority-owned businesses. Requirements related to the certification procuped for the seq. Note that this certification provides nonrompeting resident (West Virginia) vendors that have applied for resid Virginia Code §5A-3-37. This certification may assist resident small, soliciting business in other states. If you are renewing your two-year SV the appropriate designation below. | rogram are provided in the West Virginia Code of esident vendors preference that is equivalent to ent vendor preference, in accordance with West women-, and minority-owned businesses when |
| Certification of Status (Check all those which apply) | |
| Minority-owned Business [1] means a business concern that is a minority individuals or in the case of a corporation, partnership, least fifty-one percent of the equity ownership interest in the company or other entity is owned by one or more minority individuals operations are controlled by one or more minority individuals. | or limited liability company or other entity, at orporation, partnership, or limited liability viduals and both the management and daily |
| A "minority individual" means an individual who is a citizen compliance with United States immigration law and who sate | |
| African American means a person having origins in regarded as such by the community of which this person having origins in an Asia, the Indian subcontinent or the Pacific Islan | erson claims to be a part. y of the original peoples of the Far East, Southeast |

Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of

which this person claims to be a part.

Hispanic American means a person having origins in any of the Spanish-speaking peoples of Mexico. South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

Native American means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

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VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

To Be Completed by the Vendor and Returned to the Purchasing Division

| P | Small Business [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. |
|------------------------------|--|
| | Women-owned Business [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law. |
| (B) O | ther Federal Designations |
| Code o | onally, by providing the following information, I represent that this enterprise is a small business as defined by the properties of the following information, I represent that this enterprise is a small business as defined by the properties of the enterprise of the control, operation and/or ownership are accurately reflected information provided. Check all that apply. |
| | Disabled Small Business Ownership [4] |
| | Veteran Small Business Ownership [5] |
| provid function | mmodity Codes: You may register for commodity codes for the products and services that you offer, which will le you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this on, visit the Vendor Self-Service (VSS) Portal at wvOASIS.gov. MANAHAN GAOUF LLC IS A REGISTERED VENDOR AND HAS COMMODITY CODE. That is the latest Dun & Bradstreet number and rating on the vendor? 785/87910, PAY DZX SCOR |
| 13 | 63 |
| | he vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the pal authorizing such representation. |
| certific assert with t | ning below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licens cations, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that to ions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the aboration is true and complete, in accordance with West Virginia Code §5A-3-12(e). |
| | Page 63 |
| | The Manahan Group LLC Revised 03/29/2022 CRFQ 0802 DMV2200000008 |
| WV-1 - | Revised 03/29/2022 CRFQ 0802 DIVIV 2200000008 Pag |

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

| GEORGE B. MANAHAN |
|---|
| Authorized Agent of Vendor (Print Name) |
| Sun AMA |
| Authorized Agent (Signature) |
| L20 |
| Title |
| 5/4/2022 |
| Date |

| PURCHASING DIVISION USE ONLY |
|------------------------------|
| Vendor ID: |
| Check No. : |
| Memo No. : |
| Date: |
| Entered by: |

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Addendum Acknowledgement Form

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

State of West Virginia Centralized Request for Quote

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| The state of the s | | | | | |
|--|--------------------------|-----------------|---------------|-------|--|
| Proc Folder: 1024413 Doc Description: Professional Advertising, Promotional, and Marketing Service | | | | Adde | son for Modification: ndum No. 1 spond to vendor technical |
| | | | | quest | |
| | | | | | |
| Proc Type: | Central Master Agreement | | | | |
| Date Issued | Solicitation Closes | Solicitation No | | Versi | ion |
| 2022-04-28 | 2022-05-05 13:30 | CRFQ 0802 | DMV2200000008 | 2 | |
| BID RECEIVING L | OCATION | 0111 | | 11 | |
| | OCATION | | | | |
| BID CLERK | ADMINISTRATION | | | | |
| PURCHASING DIV | | | | | |
| 2019 WASHINGTO | | | | | |
| CHARLESTON | WV 25305 | | | | |
| US | | | | | |
| | | | | | |
| VENDOR | | | | | |
| Vendor Customer | Code: | | | | |
| Vendor Name : | | | | | |
| Address : | | | | | |
| Street : | | | | | |
| City: | | | | | |
| State : | | Country: | | Zip: | |
| Principal Contact | : | | | | |
| Vendor Contact P | hone: | Ex | ktension: | | |
| | ON CONTACT THE BUYER | | | | |
| David H Pauline 304-558-0067 | | | | | |
| david.h.pauline@w | v.gov | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

Vendor Signature X

 Date Printed:
 Apr 28, 2022
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No. 1

To respond to vendor technical questions, see attached.

Bid opening remains May 5, 2022 at 1:30 pm est.

No other changes.

| INVOICE TO | | SHIP TO |
|---------------------------------|----------|--|
| DIVISION OF MOTOR VEHICLES | | DIVISION OF MOTOR VEHICLES |
| 5707 MACCORKLE AVE SUITE 200 | i. S.E., | RECEIVING AND PROCESSING |
| | | 5707 MACCORKLE AVENUE, S.E. SUITE 200 |
| CHARLESTON | WV | CHARLESTON WV |
| US | | US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------|-----------|------------|------------|-------------|
| 1 | Account Management | 110.00000 | HOUR | | |
| | | | | | |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 80160000 | | | | |
| | | | | |

Extended Description:

Contract Administration, Consultation, General Accounting, Third Party Procurement

| INVOICE TO | | SHIP TO | |
|----------------------------|----------|--|----|
| DIVISION OF MOTOR VEHICLES | | DIVISION OF MOTOR VEHICLES | |
| 5707 MACCORKLE AV | E. S.E., | RECEIVING AND PROCESSING | |
| | | 5707 MACCORKLE AVENUE. S.E. SUITE 200 | , |
| CHARLESTON | WV | CHARLESTON | WV |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|-----------|------------|------------|-------------|
| 2 | Production | 130.00000 | HOUR | | |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 82101605 | | | | |

Extended Description:

Advertising Production

Date Printed: Apr 28, 2022 FORM ID: WV-PRC-CRFQ-002 2020/05

| INVOICE TO | | SHIP TO | |
|----------------------------------|-------|--|--|
| DIVISION OF MOTOR VEHICLES | | DIVISION OF MOTOR VEHICLES | |
| 5707 MACCORKLE AVE. SUITE 200 | S.E., | RECEIVING AND PROCESSING | |
| | | 5707 MACCORKLE AVENUE, S.E. SUITE 200 | |
| CHARLESTON | WV | CHARLESTON WV | |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------------|------------|------------|------------|--------------------|
| 3 | Media Planning and Buying | 1500.00000 | HOUR | | |
| | | | | | |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 82101900 | | | | |
| | | | | |

Extended Description:

Media Planning and Buying

| INVOICE TO | | SHIP TO | |
|---------------------------------|----------|--|--|
| DIVISION OF MOTOR VEHICLES | | DIVISION OF MOTOR VEHICLES | |
| 5707 MACCORKLE AVE SUITE 200 | E. S.E., | RECEIVING AND PROCESSING | |
| | | 5707 MACCORKLE AVENUE, S.E. SUITE 200 | |
| CHARLESTON | WV | CHARLESTON WV | |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------|-----------|------------|------------|-------------|
| 4 | Design and Copy | 275.00000 | HOUR | | |
| | | | | | |

| Comm Code | Manufacturer | Specification | Model# | |
|-----------|--------------|---------------|--------|--|
| 80160000 | | | | |
| | | | | |

Extended Description:

Graphic Design, Writing Copy, Copy Editing, Interactive and/or Web

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Date Printed: Apr 28, 2022 Page: 3 FORM ID: WV-PRC-CRFQ-002 2020/05

| INVOICE TO | | SHIP TO |
|--------------------------------|----------|--|
| DIVISION OF MOTOR VEHICLES | | DIVISION OF MOTOR VEHICLES |
| 5707 MACCORKLE AV SUITE 200 | E. S.E., | RECEIVING AND PROCESSING |
| | | 5707 MACCORKLE AVENUE, S.E. SUITE 200 |
| CHARLESTON | WV | CHARLESTON WV |
| US | | US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------|---------|------------|------------|-------------|
| 5 | Media Training | 5.00000 | HOUR | | |
| | | | | | |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 80171803 | | | | |
| | | | | |

Extended Description:

Media Training

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | Event Date |
|-------------|---|------------|
| 1 | Vendor Technical Questions Due by 10:00 am EST. | 2022-04-27 |

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 Date Printed:
 Apr 28, 2022
 Page: 4
 FORM ID: WV-PRC-CRFQ-002 2020/05

| | Document Phase | Document Description | Page 5 |
|---------------|----------------|---|-----------|
| DMV2200000008 | | Professional Advertising, Promotional, and Marketing Service | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DMV2200000008 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("DMV2200000008") to reflect the change(s) identified and described below.

| App | Applicable Addendum Category: | | |
|-----|-------------------------------|--|--|
| | | Modify bid opening date and time | |
| | | Modify specifications of product or service being sought | |
| | \boxtimes | Attachment of vendor questions and responses | |
| | | Attachment of pre-bid sign-in sheet | |
| | | Correction of error | |
| | | Other | |

Description of Modification to Solicitation:

- 1. To respond to vendor technical questions, see attached.
- 2. Bid opening remains May 5, 2022, at 1:30 pm est.
- 3. 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.

CRFQ 0802 DMV2200000008 GHSP Advertising Vendor Questions and Agency Response

Q1. Section 1.1.1.1 states that the Vendor shall provide technical expertise and assistance in developing and implementing advertising and promotional campaigns through market analysis, creative services, branding, promotional activities and events, media, and public relations, as well as other marketing-related services that may arise that are more campaign- or medium-specific. The services received may vary in each campaign.

Does the Agency require that the Vendor access third-party data, at no additional cost, in order to measure paid and earned media campaign reach? For example, Nielsen, Rentrak, and Comscore all provide third party data that is verified and is not adjusted by media outlets?

- A1. Yes, we want the vendor to provide third-party data, at no additional cost, in order to measure paid and earned media campaign reach, including, but not limited to: Nielsen, Rentrak, and Comscore.
- Q2. Section 4.2 Pricing Page states that the Vendor should complete the Exhibit A Pricing Pages section A. by entering the hourly rate in the All-Inclusive Hourly Rate column. Then multiplying by the number of Estimated Hours to achieve the Extended Total. Then complete the Pricing Pages Section B. by entering the Add-On / Mark-Up for media buying as a percentage in the Add-On column. Then multiplying by the amount in the Estimated Amount column to achieve the Extended Total. Then adding the Extended Total column to achieve the Grand Total. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Should the Pricing Page include a line item for non-media buying outside costs such as production, or should those costs be billed as media with the Add-on / Mark-up?

A2. No, non-media buying outside/miscellaneous costs such as production would be included in one of the following sections on the pricing page: **Account Management** (includes contract administration, consultation, general accounting, and/or third party procurement); **Production** (includes television/video, radio/audio, and/or landing/webpage development); **Media Planning and Buying** (includes television/video, radio/audio, online advertising, outdoor advertising, print advertising, research [pre-campaign], and/or reporting [post-campaign]); and/or **Design and Copy** (includes graphic design, writing copy, copy editing, and/or interactive and/or web).

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DMV2200000008

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.

| Check the b | oox next to each addendu | im received) | |
|-------------|--------------------------|--------------|-----------------|
| \boxtimes | Addendum No. 1 | | Addendum No. 6 |
| | Addendum No. 2 | | Addendum No. 7 |
| | Addendum No. 3 | | Addendum No. 8 |
| | Addendum No. 4 | | Addendum No. 9 |
| | Addendum No. 5 | | Addendum No. 10 |

Addendum Numbers Received:

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Company

Authorized Signature

5/4/2022

Date

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

Cost Page

CRFQ DMV22*08 - EXHIBIT A: PRICING PAGE REQUEST FOR QUOTATION

Professional Advertising, Promotional and Marketing Services

A. Billable Services

| Category | Estimated* Hours | All Inclusive Hourly Rate | Extended Total |
|-----------------------------------|------------------|------------------------------|----------------|
| Account Management 3.2.3.1 | 110 | \$90.00 | \$9,900.00 |
| Production 3.2.3.2-3.2.3.3 | 130 | \$20.00 | \$2,600.00 |
| Media Planning and Buying 3.2.3.4 | 1500 | \$0.00* | \$0.00 |
| Design and Copy 3.2.3.10 | 275 | \$80.00 | \$22,000.00 |
| Media Training 3.2.3.9 | 5 | \$20.00 | \$100.00 |
| | | TOTAL: | \$34,600.00 |

B. Media Buy Add-On (Mark-Up)

All bidding vendors responding to this CFRQ must provide a percentage of add-on, for purchases of media buying activities. If the bidder intends to charge an add-on to their actual costs for media buying activities, they should follow the formula below for determining their bid amount. If the bidder does not intend to charge an ad-on, they will use a percentage of zero (0) and multiplier of 1.0. If the bidder fails to quote an add-on percentage, it shall be interpreted to mean that no add-on will be applied to their media buy costs during the life of the contract.

| L) Add-on/mark-up for media buyi | ng is (stated as a percent | age): | <u>8</u> % |
|--------------------------------------|----------------------------|---------------------------------|-------------------------------------|
| ?) Multiplier is (convert percentage | to decimal and add 1; 10 | 0%, add-on/mark-up would be | .10 making a multiplier of 1.10): ع |
| | x Estimated* Amount | of \$1,200,000.00 = Total Media | a Buy |
| Add-On | | | |
| Add-On/Mark-Up (Percentage) | Multiplier | Estimated* Amount | Total Media Buy Add-On |
| | | | |
| 8.00% | 1.08 | \$1,200,000.00 | \$1,296,000.00 |

GRAND TOTAL: \$1,330,600.00

The Manahan Group LLC agrees to provide the service of Media Planning and Buying with no hourly labor charges.

I agree to provide all services at the rates that I have bid for the duration of the term of the contract.

Seorge B. Manahan, CEO

May 4, 2022