

**Exhibit A
Pricing Page**

Professional Advertising, Promotional and Marketing Services

THE MANAHAN GROUP
ADVERTISING • PUBLIC RELATIONS • MULTIMEDIA

222 Capitol Street • Charleston • WV 25301
304.343.2800 • www.manahangroup.com

CRFQ 0803 DOT 160000006
THE MANAHAN GROUP LLC

Section A. Billable Services -

Vendor shall provide an all-inclusive, firm, fixed hourly rate for each Contract Item that shall be for the life of the contract.

CATEGORY	CONTRACT ITEMS	Estimated Number of Hours	All-Inclusive Hourly Rate	Extended Total
Account Management	1) Contract Administration	25	0	\$0.00
	2) Consultation	10	0	\$0.00
	3) General Accounting	10	0	\$0.00
	4) Third Party Procurement	15	0	\$0.00
Production	1) Television/Video	50	0	\$0.00
	2) Radio/Audio	50	0	\$0.00
	3) Application Development	30	0	\$0.00
Media Planning and Buying	1) Television/Video	550	0	\$0.00
	2) Radio/Audio	30	0	\$0.00
	3) On-line Advertising	10	0	\$0.00
	4) Outdoor Advertising	50	0	\$0.00
	5) Print Advertising	10	0	\$0.00
	6) Research (Pre-Campaign)	10	0	\$0.00
Design and Copy	1) Graphic Design	40	0	\$0.00
	2) Writing Copy	5	0	\$0.00
	3) Copy Editing	5	0	\$0.00
	4) Interactive and/or Web	30	0	\$0.00
Event and/or Promotional	1) Manpower/Staffing	30	0	\$0.00
	2) Planning and Procurement	10	0	\$0.00
Post Campaign Measurements	1) Impression Tracking	10	0	\$0.00
	2) Surveying	3	0	\$0.00
	3) Campaign Analysis	20	0	\$0.00
Media Training	1) Training	5	0	\$0.00
Public/Media Relations	1) Press Conferences	5	0	\$0.00
TOTAL EXTENDED BID PRICE OF SECTION A.				\$0.00

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

Vendors shall provide a percentage of add-on, for purchases for media buying activities that shall be for the life of the contract.

Vendors must provide a percentage of add-on for purchases for media buying activities. If the Vendor intends to charge an add-on to their actual costs for media buying activities, the Vendor shall follow the formula below to determine their bid amount. If the Vendor does not intend to charge an add-on, the Vendor will use a percentage of zero (0) and multiplier of 1.0. If the Vendor fails to provide an add-on percentage, the WVDOT shall interpret this to mean that no add-on will be applied to their media buy costs during the life of the contract.

03/22/16 13:15:18
WV Purchasing Division

Add-on/mark-up for media buys shall be 15 % (percentage). (Example: 10%)

For evaluating purposes, to establish the multiplier, convert the above percentage (ex. 10%) to a decimal (.10) and add 1 to establish the multiplier of 1.10. Calculate as follows:

Example Bid %	Estimated Usage	Example Section B Total
1.10	\$25,000.00	\$27,500.00

Bid Percentage	Estimated Usage	Total Extended Bid Price for Section B.
1.15	\$25,000.00	\$28,750.00
GRAND TOTAL OF SECTION A and SECTION B		\$ 28,750.00

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ D011600000067

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


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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

THE MANAHAN GROUP LLC
Company


Authorized Signature

3/22/2016
Date

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

CERTIFICATION AND SIGNATURE PAGE

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

THE MANAHAN GROUP LLC
(Company)

Melvin D. Manahan, CEO
(Authorized Signature) (Representative Name, Title)

304-343-2800 / 304-343-2788 / 3/22/16
(Phone Number) (Fax Number) (Date)

Specifications

3. General Requirements:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide the Agency 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.

3.1 Response: The Manahan Group, LLC agrees to all of the contract items and agrees to meet all mandatory requirements.

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

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.

Some of the specific services may include, but are not limited to: media buys for radio, 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/novelty; creative services; and commercial production including talent, scripting and spot distribution.

All advertising, promotional and marketing services shall be completed by deadlines specific to each project, campaign or event as planned and identified on the Delivery Order.

3.1.1 Response: The Manahan Group agrees to abide by and meet or exceed all terms, requirements, and specifications listed in 3.1.1

3.2.1 Experience Requirements

3.2.1.1 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 (90) days. Projects can be specific highway construction projects or awareness campaigns.

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

Signature x



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3.2.1.1 Response: The Manahan Group LLC has been in business continuously since 10/1/2003. We have selected three (3) projects within the DOH umbrella.

Example 1: Impaired Driving Media Buy – Halloween 2015
 Contact: Jennifer Floyd, Public Affairs and Media Relations
 Governor’s Highway Safety Program
 WV Division of Motor Vehicles
 5707 MacCorkle Avenue SE
 Charleston, WV 25317
 Telephone 304-926-3901

Description: The Manahan Group placed media on behalf of the Division of Motor Vehicles to promote the Impaired Driving campaign throughout West Virginia. The multi-media placement for this campaign began on October 26, 2015 and extended through October 31, 2015. The schedule consisted of statewide broadcast and cable television, Pandora radio & web ads, as well as digital ads through Google, YouTube & social media. Ads will target all drivers, but specifically focusing on males 18-34. This media buy brought attention to the dangers of impaired driving.

In addition to the paid media schedule, The Manahan Group worked with sub-contract vendor, SpaceJunk, to edit two- :15 commercials from the Checkpoint spots filmed in July 2015. TMG managed the editing process to ensure that representatives of the Department of Motor Vehicles were involved at critical points of development to confirm agreement on direction of those edits.

The breakdown of costs is estimated as follows:

Agency Service	Rate	Hours	Total
Media Buys	\$50	100	\$5,000.00
TV Production	\$40	25	\$1,000.00
Radio Production	\$40	12.5	\$500.00

Sub-Contracted Services:

To include media purchase of broadcast, cable programming, radio spots, and digital ad space; the editing & duplication of said spots in addition to transfer costs for providing television & radio spots to stations.

Media Buy/TV Station Contracts	\$92,000.00
Pandora	6,000.00
Digital (YouTube, Google, Social Media)	3,000.00
Digital & Radio Production	<u>12,500.00</u>
Total:	\$120,000.00

Signature x 

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Example 2 - Snow Removal Ice Control (SRIC)Media Buy (Nov 2015)

Contact: Randy Damron
 Office of Communications
 Building 5, Room 137
 1900 Kanawha Blvd E
 Charleston, WV 25305
 Telephone: 304-558-9230

Description: The Manahan Group placed media on behalf of the Department of Transportation to promote SRIC & Winter Preparedness throughout West Virginia. Work on this campaign began in November 2015 and extend through March 2016 and consisted of statewide radio, television and web ads, specialty items (ice scrapers & car safety kits), and weekly newspapers.

Agency Service	Rate	Hours	Total
Media Buys	\$50	180	\$ 9,000.00
Print Media	\$40	35	\$ 1,400.00
Contract Management	\$25	4	\$ 100.00

Sub-Contracted Services:

<i>Newspaper</i>	<i>\$ 10,000.00</i>
<i>Television</i>	<i>\$ 145,000.00</i>
<i>Radio</i>	<i>\$ 72,000.00</i>
<i>Premium Items</i>	<i>\$ 9,500.00</i>
<i>Misc/Transfer Costs</i>	<i>\$ 3,000.00</i>
Total:	<i>\$ 250,000.00</i>

Example 3 – Skip the Trip Billboard Campaign 2015

Contact: Natalie Holcomb
 Governor’s Highway Safety Program
 Executive Assistant to the Commissioner
 WV Department of Motor Vehicles
 5707 MacCorkle Avenue SE
 Charleston, WV 25317
 Telephone: 304-926-3836

Description: On behalf of the Governor’s Highway Safety Program, The Manahan Group (TMG) worked to lease billboard space throughout West Virginia to promote DMV’s online services. This campaign began in November 2015 and ran through December 2015.

Costs listed include TMG’s time to manage and coordinate the project as well as cost for production of vinyl/poster for billboard artwork as well as fees for leasing space.

Signature x



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Breakdown of Cost

Service	Rate	Hours	Total
Media Buys	\$50	70 \$	3,500.00

Contracted Services:

To include lease of billboards throughout West Virginia as well as production of vinyl/poster for artwork on boards.

	<u>\$46,500.00</u>
Total:	\$50,000.00

3.2.1.2 Vendor shall have the knowledge, understanding, and capability to work on multiple WVDOT projects by providing expertise, experience and resources necessary to ensure reaching set goals on a concurrent basis.

3.2.1.2 Response: The Manahan Group LLC has knowledge, understanding, and capability to work on multiple WVDOT projects and will provide expertise, experience and resources necessary to ensure that we can reach goals on a concurrent basis.

3.2.1.3 Vendor should provide a list of potential sub-contractors and potential sub-contracted services that may be needed to meet the requirements of this contract. Vendor must provide this information prior to award. Any services that cannot be provided by the awarded Vendor that must be subcontracted shall be disclosed to the WVDOT at the time of the request. The WVDOT has the right to reject the proposed subcontractor and require that the awarded Vendor seek other sources.

3.2.1.3 Response – The Manahan Group LLC has a long history using many subcontractors for many specialty services. These sub-contractors and the services they offer are listed below:

Sub-Contractor	Sub-Contracted Service
The Media Center	Satellite truck and video editing services
Rick Lee Photography	Photography
Chris Gosses Photography	Photography
Richardson Printing	Printing Services/ Mail Services/Storage
The Printing Press	Printing Services
Chapman Printing	Printing Services
Morgantown Printing & Binding	Printing Services
T-graphics	Tee Shirt Printing
Artistic Promotions	Promotional Items
4Imprint	Promotional Items
222 Capitol Street LLC	Media Placement
21 Century Media	Web Media Placement
Triumph Public Affairs	PR Service/Media Placement
Five Day Solution	Web Services/Media Placement
Ipsos Creative	Web Services

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SpaceJunk	Video Services
Adams Films	Video Services
Fast Signs	Sign Production/Banners
Allegro Marketing	Banner Up/ Displays
Camel City Poster	Billboard Production
All WV Newspapers	Media Placement
All WV Radio Stations	Media Placement
All WV TV and Cable Stations	Television Media
Pandora/Facebook/Twitter/Google Adwords	Media Placement
All WV Billboard Companies (paper & electronic)	Media Placement
Charlie Cooper	Audio/Radio Production
Displays 2 Go	Displays/Trade Show Items
Mobile Life Solutions	App Design
McKee Sky Ranch	Magazine Advertisement/ Motorcycle Sponsorships
New South Media/WV Living/WV Weddings	Magazine Advertisement
Salvation Army	Charity sponsor
Rod Run Doo Wop	Charity sponsor
Constant Contact	Email service
Mail Chimp	Email service
PR Newswire	News Collector Service
Galeton Gloves	Promo items
Stadelman Consulting	Demographic research
T-Formation	Tee shirt printing

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 WVDOT and Vendor and oversight of specific ad hoc projects.

The Vendor shall be available Monday thru Friday, 7:30 am to 7:30 pm or an agreed upon alternative time frame, per project, by the WVDOT and Vendor.

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

Signature x 

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3.2.2 Response – The Manahan Group LLC agrees to all terms and conditions of the contract as set forth in 3.2.2

3.2.3 Contract Items and Deliverables

- 3.2.3.1** Account Management
- 3.2.3.2** Production
- 3.2.3.3** Media Planning and Buying
- 3.2.3.4** Design and Copy
- 3.2.3.5** Event and Promotional
- 3.2.3.6** Post Campaign Measurements
- 3.2.3.7** Media Training
- 3.2.3.8** Public / Media Relations
- 3.2.3.9** Data Acceptance and Transfer
- 3.2.3.10** Third Party Commodities and Subcontracted Services (Excluding Media Planning and Buying)

3.2.3 Response – The Manahan Group, LLC has read and reviewed all items listed in **Section 3.2.3** including **3.2.3.1, 3.2.3.2, 3.2.3.3, 3.2.3.4, 3.2.3.5, 3.2.3.6, 3.2.3.7, 3.2.3.8, 3.2.3.9, and 3.2.3.10**. We agree to abide by, accept and operate by the terms and conditions set forth in these ten previously listed sub-sections of **Section 3.2.3** and **Section 3.2.3** itself.

4. Contract Award and Pricing Pages

- 4.1** Contract Award
- 4.2** Pricing Pages

Section 4, Subsections 4.1 and 4.2 Response – The Manahan Group LLC has read and reviewed all items listed in **Section 4** and **Sections 4.1 & 4.2**. We agree to abide by, accept and operate by the terms and conditions set forth in these two previously listed sub-sections of **Section 4** and **Section 4** itself.

5. Ordering and Payment

- 5.1** Ordering
- 5.2** Payment

Section 5, Subsections 5.1 and 5.2 Response – The Manahan Group LLC has read and reviewed all items listed in **Section 5** and **Sections 5.1 & 5.2**. We agree to abide by, accept and operate by the terms and conditions set forth in these two previously listed sub-sections of **Section 5** and **Section 5** itself.

6. Project Acceptance, Delivery and Return

- 6.1** Project Acceptance
- 6.2** Delivery Time
- 6.3** Late Delivery
- 6.4** Delivery Payment/Risk of Loss
- 6.5** Return of Unacceptable Items
- 6.6** Return Due to Agency Error

Signature x



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6 Response – The Manahan Group, LLC has read and reviewed all items listed in **Section 6** including **6.1, 6.2, 6.3, 6.4, 6.5, and 6.6**. We agree to abide by, accept and operate by the terms and conditions set forth in these six previously listed sub-sections of **Section 6** and **Section 6** itself.

7. Vendor Default

7.1

7.1.1

7.1.2

7.1.3

7.1.4

7.2

7.2.1

7.2.2

7.2.3


Section 7, Subsections 7.1 and 7.2 Response – The Manahan Group LLC has read and reviewed all items listed in **Section 7 and Sections 7.1 & 7.2 and all subsections**. We agree to abide by, accept and operate by the terms and conditions set forth in these two previously listed sub-sections of **Section 7** and **Section 7** itself.

8. Miscellaneous

- 8.1** No Substitution
- 8.2** Vendor Supply
- 8.3** Reports
- 8.4** Contract Manager

Section 8, Subsections 8.1, 8.2, 8.3 and 8.4 Response – The Manahan Group LLC has read and reviewed all items listed in **Section 8 and Sections 8.1, 8.2, 8.3 & 8.4**. We agree to abide by, accept and operate by the terms and conditions set forth in these four previously listed sub-sections of **Section 8** and **Section 8** itself.

Contract Manager: Ronald A. Jarrett
Telephone Numbers: 304-343-2800
Fax Number: 304-343-2788
Email Address: rjarrett@manahangroup.com

Signature x 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2016

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

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

PRODUCER		CONTACT NAME:	
Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068		PHONE (A/C, No, Ext):	FAX (A/C, No):
		EMAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Insurance Company of the Midwest	
		NAIC #: 37478	
INSURED		INSURER B:	
THE MANAHAN GROUP 222 CAPITOL ST STE 400 Charleston, WV 25301		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 465540** **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR #/SD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WV) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	76WEGGB4885	10/15/2015	10/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

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

CERTIFICATE HOLDER	CANCELLATION
WV Department of Transportation (WVDOT) Attn: Randy Damron Building 5 Room 137 1900 Kanawha Blvd E Charleston, WV 25301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code §5A-3-59* and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: THE MANAHAN GROUP LLC

Signed: 

Date: 3/22/2016

Title: OWNER/CEO

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: THE MANAHAN GROUP LLC

Authorized Signature: [Signature] Date: 3/22/2016

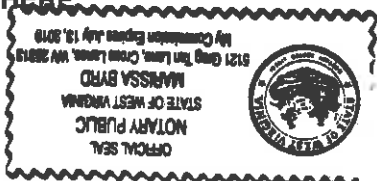
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of March, 2016.

My Commission expires July 13, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]