

RECEIVED

2020 SEP -3 AM 11: 54

WV PURCHASING
DIVISION

RESPONSE TO REQUEST
FOR QUOTATION

WEST VIRGINIA LOTTERY
MARKETING + ADVERTISING

CRFQ 0705 LOT21000000001

DUE: 9.3.20

THE MANAHAN GROUP LLC

222 CAPITOL STREET, STE 500 / CHARLESTON, WV 25301
P: 304.343.2800 / F: 304.343.2788 / MANAHANGROUP.COM



Table of Contents

Page Number	Description
	Cover Page
1	Table of Contents
2 – 4	Original Solicitation Document with Signature, FEIN & Date
5	Certificate of Insurance -Commercial General Liability/ Auto Liability/Umbrella and Excess Liability/Professional Liability Policy
6	Certificate of Insurance – Workers Compensation
7	Contract Manager Document
8	Vendor Preference Certificate
9	Designated Contact Person and Certification and Signature
10	Purchasing Affidavit
11 - 14	Addendum 1
15 - 22	Addendum 2
23 - 30	Addendum 3
31	Section 3 - Qualifications
32 - 33	Section 4 – Mandatory Requirements
34	Business License/Registration Certificate
35 - 36	Disclosure of Interested Parties
Attached Separately	Cost Page – The Cost Page has been attached separately

**Original Solicitation Document
With Signature, FEIN & Date**



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

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

CRFQ 0705 LOT2100000001
 The Manahan Group LLC

Page 2

Proc Folder: 766012

Doc Description: MARKETING AND ADVERTISING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-10	2020-08-24 13:30:00	CRFQ 0705 LOT2100000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 20-0201317

DATE 9/1/2020

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

ADDITIONAL INFORMATION:

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Advertising				

Comm Code	Manufacturer	Specification	Model #
82100000			

Extended Description :

Vendors should enter the TOTAL BID AMOUNT from the Exhibit A Pricing Page and upload the Exhibit A Pricing Page as an attachment.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2020-08-17

LOT2100000001	Document Phase Final	Document Description MARKETING AND ADVERTISING SERVICES	Page 3 of 3
----------------------	--------------------------------	--	-----------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Certificate of Insurance
Commercial General Liability,
Auto Liability,
Umbrella & Excess Liability, &
Professional Liability

Certificate of Insurance
Workers Compensation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2020

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. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED The Manahan Group LLC 222 Capital St Ste 400 Charleston WV 25301		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29459	

COVERAGES **CERTIFICATE NUMBER:** 1647722 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	76WEGGB4885	10/15/2019	10/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 100,000 E.I. DISEASE - EA EMPLOYEE \$ 100,000 E.I. 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 State of West Virginia PO Box 50540 Charleston WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE CRFQ 0705 LOT210000001 The Manahan Group LLC
--	---

Contract Manager Document

REQUEST FOR QUOTATION
MARKETING & ADVERTISING SERVICES

11. MISCELLANEOUS:

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

Contract Manager: RON SARRETT
Telephone Number: 304-343-2800
Fax Number: 304-343-2788
Email Address: RSARRETT@MANAHANGROUP.COM

12 LIQUIDATED DAMAGES:

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

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

12.1.2 Failure to respond to a request for on-site staff within the specified sixty (60) minute timeframe requirement: **\$350 per incident per requested person.**

12.1.3 Failure to provide and maintain account staffing at the experience and educational levels of, or similar levels to, those originally proposed: **\$350 per day, per person.**

12.1.4 Failure to comply with the Covenant Related to Purchasing Lottery Tickets (Section 4.9): **Amount equal to the cash value of the prize won.**

12.1.5 Failure to meet documented deadlines due to carelessness or poor planning

Vendor Preference Certificate

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: THE MANAHAN GROUP LLC Signed: [Signature]
 Date: 9/1/2020 Title: OWNER/CEO

CRFQ 0705 LOT210000001
The Manahan Group LLC

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

**Designated Contact Person &
Certification and Signature**

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.

RON SARRETO, CONTROLLER 

(Name, Title)

RON SARRETO, CONTROLLER

(Printed Name and Title)

222 CAPITOL ST, STE 500, CHARLESTON, WV 25301

(Address)

304-343-2800 / 304-343-2788

(Phone Number) / (Fax Number)

RSARRETO@MANAHANGROUP.COM

(email address)

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

THE MANAHAN GROUP LLC

(Company)



(Authorized Signature) (Representative Name, Title)

GEORGE B. MANAHAN, CEO

(Printed Name and Title of Authorized Representative)

9/1/2020

(Date)

304-343-2800 / 304-343-2788

(Phone Number) (Fax Number)

Purchasing Affidavit

PURCHASING AFFIDAVIT

Page 10

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:

"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 exceeds 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 §81-5-3) 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.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: THE MANAHAN GROUP LLC

Authorized Signature: [Signature] Date: 9-1-20

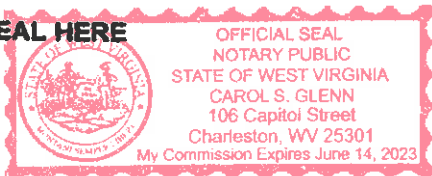
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 18 day of September, 2020.

My Commission expires June 14, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Addendum 1



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

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

CRFQ 0705 LOT2100000001
 The Manahan Group LLC

Page 11

Proc Folder: 766012

Doc Description: Addendum 1 - MARKETING AND ADVERTISING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-13	2020-09-03 13:30:00	CRFQ 0705 LOT2100000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 20-0201317

DATE 9/1/2020

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

ADDITIONAL INFORMATION

Addendum 1 issued for the following reasons:

1. To extend the bid opening (closing date) to Thursday, September 3, 2020, 1:30 p.m. ET

No other changes

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Advertising	0.00000			

Comm Code	Manufacturer	Specification	Model #
82100000			

Extended Description :

Vendors should enter the TOTAL BID AMOUNT from the Exhibit A Pricing Page and upload the Exhibit A Pricing Page as an attachment.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2020-08-17

SOLICITATION NUMBER: LOT2100000001

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 1 issued for the following reasons:

1. To extend the bid opening (closing date) to Thursday, September 3, 2020, 1:30 p.m. ET

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: LOT210000001

CRFQ 0705 LOT210000001
The Manahan Group LLC

Page 14

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

THE MANAHAN GROUP LLC
Company
[Signature]
Authorized Signature
9/1/2020
Date

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

Revised 6/8/2012

Addendum 2



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

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

CRFQ 0705 LOT2100000001
 The Manahan Group LLC

Page 15

Proc Folder: 766012

Doc Description: Addendum 2 - MARKETING AND ADVERTISING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-17	2020-09-03 13:30:00	CRFQ 0705 LOT2100000001	3

BID RECEIVING LOCATION


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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X  FEIN # 20-0201317 DATE 9/1/2020

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



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

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

CRFQ 0705 LOT2100000001
 The Manahan Group LLC

Page 16

Proc Folder: 766012

Doc Description: Addendum 2 - MARKETING AND ADVERTISING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-17	2020-09-03 13:30:00	CRFQ 0705 LOT2100000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X 

FEIN # 20-0201317

DATE 9/1/2020

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



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

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

CRFQ 0705 LOT2100000001
 The Manahan Group LLC

Page 17

Proc Folder: 766012

Doc Description: Addendum 2 - MARKETING AND ADVERTISING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-17	2020-09-03 13:30:00	CRFQ 0705 LOT2100000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 20-0201317

DATE 9/1/2020

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

ADDITIONAL INFORMATION:

Addendum 2 issued for the following reason:

1. To unlock cell E35 and attach the modified excel spread titled Exhibit A Pricing Page - Modified for Addendum 2. The cell was locked in the previous version - Vendor's Add-On for Media Buying Total.

No other changes

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Advertising	0.00000			

Comm Code	Manufacturer	Specification	Model #
82100000			

Extended Description :

Vendors should enter the TOTAL BID AMOUNT from the Exhibit A Pricing Page and upload the Exhibit A Pricing Page as an attachment.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2020-08-17

SOLICITATION NUMBER: LOT72100000001

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 2 issued for the following reason:

1. To unlock cell E35 and attach the modified excel spread titled Exhibit A Pricing Page - Modified for Addendum 2. The cell was locked in the previous version - Vendor's Add-On for Media Buying Total.

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

EXHIBIT A : PRICING PAGE - Modified for Addendum 2

A. CATEGORY	CONTRACT SERVICES	Unit of Measure	ESTIMATED HOURS	VENDOR'S HOURLY	VENDOR'S HOURLY	VENDOR'S HOURLY	VENDOR'S HOURLY	EXTENDED COST PER SERVICE
			(BASED ON HOURS/ YEAR IN 2020)	RATE Year 1	RATE YEAR 2 OPTIONAL RENEWAL	RATE YEAR 3 OPTIONAL RENEWAL	RATE YEAR 4 OPTIONAL RENEWAL	
ACCOUNT MANAGEMENT	1. Account Services	Hour(s)	1,200					\$ -
	2. General Account Management	Hour(s)	200					\$ -
	3. Public Relations	Hour(s)	40					\$ -
	4. Research Services	Hour(s)	40					\$ -
MEDIA	5. Media Planning and Buying of Radio and Streaming Services	Hour(s)	100					\$ -
	6. Media Planning and Buying of Television and Streaming Services	Hour(s)	300					\$ -
	7. Media Planning and Buying of Newspaper	Hour(s)	100					\$ -
	8. Media Planning and Buying of Outdoor Ads	Hour(s)	80					\$ -
	9. Media Planning and Buying of Social Media	Hour(s)	80					\$ -
CREATIVE	10. Illust/Layout/Design and Copywriting Adv.	Hour(s)	200					\$ -
	11. Creative/Art Direction or Planning	Hour(s)	500					\$ -
	12. Computer Graphics	Hour(s)	500					\$ -
WEBSITE	13. Web Site Development and Maintenance	Hour(s)	700					\$ -
	14. Web Hosting & Domain	Hour(s)	100					\$ -
PRODUCTION	15. Printing	Hour(s)	200					\$ -
	16. Film Production	Hour(s)	500					\$ -
	17. Audio Production	Hour(s)	200					\$ -
	18. Music Rights/ Trademark	Hour(s)	5					\$ -
PROMOTIONS/ EVENTS	19. Sponsorships- Collegiate/ Fairs & Festivals	Hour(s)	35					\$ -
	20. Marketing Promotions Planning, Materials, Prizes, Trips, and Accommodations	Hour(s)	200					\$ -
	21. Promotion and Events Field Support	Hour(s)	100					\$ -
TOTAL EXTENDED HOURLY COST								\$ -

The sum of ESTIMATED HOURS (CONTRACT SERVICES 1-21) IS 5980 HOURS. The quantities shown are estimates only and may be more or less.

- B. Media Buying Add-on Years (Year one (1) plus optional renewals Years two (2) - four (4)):
 All Vendors responding to this RFQ must provide a percentage of add-on media buying activities (not to exceed 5%).
 This percentage will be multiplied by \$2,500,000 and added to that total.
 The total media buy of \$2,500,000 is arbitrary and the actual amount may not reach or may exceed this amount.

VENDOR'S ADD-ON FOR MEDIA BUYING TOTAL:

x \$2,500,000

- C. (Cost from A. and B. are to be added together to determine the total cost of the proposal.)

TOTAL BID AMOUNT:

CRFQ 0705 LOT210000001
 The Manahan Group LLC

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: LOT2100000001

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


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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

THE MANAHAN GROUP LLC
 Company

 Authorized Signature
9/11/2020
 Date

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

Addendum 3



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

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

CRFQ 0705 LOT2100000001
 The Manahan Group LLC

Page 23

Proc Folder: 766012

Doc Description: Addendum 3 - MARKETING AND ADVERTISING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-21	2020-09-03 13:30:00	CRFQ 0705 LOT2100000001	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN #

20-0201317

DATE

9/1/2020

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

ADDITIONAL INFORMATION:

Addendum 3 issued for the following reason:

1. To publish a copy of vendor questions, with responses.

No other changes

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Advertising	0.00000			

Comm Code	Manufacturer	Specification	Model #
82100000			

Extended Description :

Vendors should enter the TOTAL BID AMOUNT from the Exhibit A Pricing Page and upload the Exhibit A Pricing Page as an attachment.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2020-08-17

SOLICITATION NUMBER: LOT2100000001
Addendum Number: 3

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 3 issued for the following reason:

1. To publish a copy of vendor questions, with responses.

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ LOT2100000001

Advertising and Marketing

Vendor Questions

Question (1): On the Cost Page

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

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

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

Answer (1)

The correct equation would be (A).

Question (2): Section 4.1 Vendor shall provide professional services necessary to develop and maintain successful marketing campaigns, including a minimum of two (2) full times employees to serve as account representatives, one (1) of whom shall be a dedicated account representative who will be in the on-call 24 hours a day, seven days a week with an in-person response time to Lottery Headquarters of, at maximum, sixty (60) minutes.

There are 2,080 regular work hours in a typical year, leaving 6,680 hours to be on-call. Will the successful vendor be able to bill those 6,680 hours of on-call time to Lottery? Will there be a special work plan in place specifically for on-call hours?

Answer (2)

The Lottery request for "on-call" is in reference to the Lottery's occasional need for immediate "after hours" support for website issues that may occur and these scenarios are often handled remotely. On occasion, however, the Lottery will have a large prize winner walk-in without notice and the vendor may be needed on-site to assist in an announcement press conference or media event on short notice. These events, which would require a person on-site, are rare and only occur on weekdays during regular business hours.

Question (3): Section 7.2 Can the successful bidder pay vendor's by credit card instead of check and attach copies of the credit card receipt?

Answer (3)

Yes, credit card payment is acceptable with proper documentation provided.

Question (4): Section 7.4 - Will each project have a work plan? Can the invoices for large projects be interim billed as the invoices come in from vendors? For instance, if there is a \$250,000 media buy that runs over 2 months, can it be billed at the end of the first month when the invoices arrive, or does it have to be held until after the second month when all invoices have arrived?

Answer (4)

Invoices may be billed as they are paid.

Question (5): Section 12.1.2 – Failure to respond to request for on-site staff within the specified sixty (60) minute timeframe requirement: \$350 per incident per requested person.

How will you reimburse the successful bidder for the cost of adhering to this provision? Unlike travel, this cost is more than can be recouped by including it in the regular hourly rate. This will put an undue burden on the successful vendor because there are not enough billable hours in the proposed annual billings to justify providing this level of responsiveness.

Answer (5)

The Vendor will not be reimbursed. The needs of the Lottery for personnel for emergency and on-site are noted in Answer (2) of this document. Any costs must be included in the regular hourly rates.

Question (6): Section 12.1.6 – Failure to make payments on the Lottery’s behalf within fourteen (14) business days, upon receiving the West Virginia Lottery’s approval of the invoiced statement: \$100 per incident

What defines Lottery’s approval of the invoiced statement? Is it the work plan or the actual invoice for the expense?

Answer (6)

The actual invoice for expense.

Question (7): In Exhibit A: Pricing Page, #10, #11 & #12 are for Layout, Art Direction and Computer Graphics respectively. Why are the hours for Air Direction so much higher than Layout, typically Air Direction should be about 20% and Layout 80%. Do you have a better description of Computer Graphics which would better explain why so many hours are attributed to it?

Answer (7)

These are estimates based on current billing.

Question (8): In Exhibit A: Pricing Page, #16 Film Production – If this work is being subcontracted, why are so many hours attributed to it?

Answer (8)

These are estimates based on current billing and may have been completed in-house by Vendor.

Question (9): In Exhibit A: Pricing Page, #9 Media Planning and Buying of Social Media – Is there a reason that the hours are so low? Do you have internal reasons or limitations for not placing Social Media? How much Social Media did you place last year?

Answer (9)

These are estimates based on current billing. The Lottery handles most social media internally with vendor involvement for requested needs, planning, and spends.

Question (10) Why is this RFP coming about now?

Answer (10)

The current contract expires December 31, 2020 and the contract needs to be in place as quickly as possible.

Question (11) Who is the incumbent?

Answer (11)

Digital Relativity is the current contract holder of record.

Question (12) What are your payment terms?

Answer (12)

Vendor reimbursement must be approved by the Lottery and submitted through the Auditor's office for payment. The Lottery does not have payment terms, but payments are typically made within 30 days of Vendor invoice submission.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: LOT2100000001

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


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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input 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
9/1/2020
Date

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

Section 3 - Qualifications

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

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

Section 4 – Mandatory Requirements

4. MANDATORY REQUIREMENTS

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

- 4.1 The Manahan Group agrees to the terms stated in 4.1.**
- 4.2 The Manahan Group agrees to the terms stated in 4.2.**
- 4.3 The Manahan Group agrees to the terms stated in 4.3.**
- 4.4 The Manahan Group agrees to the terms stated in 4.4.**
- 4.5 The Manahan Group agrees to the terms stated in 4.5.**
- 4.6 The Manahan Group agrees to the terms stated in 4.6.**
- 4.7 The Manahan Group agrees to the terms stated in 4.7.**
- 4.8 The Manahan Group agrees to the terms stated in 4.8.**
- 4.9 The Manahan Group agrees to the terms stated in 4.9.**
- 4.10 The Manahan Group agrees to the terms stated in 4.10.**
- 4.10.1 The Manahan Group agrees to the terms stated in 4.10.1.**
- 4.10.2 The Manahan Group agrees to the terms stated in 4.10.2.**
- 4.11 The Manahan Group agrees to the terms stated in 4.11.**
- 4.12 The Manahan Group agrees to the terms stated in 4.12.**
- 4.13 The Manahan Group agrees to the terms stated in 4.13.**
- 4.14 The Manahan Group agrees to the terms stated in 4.14.**
- 4.15 The Manahan Group agrees to the terms stated in 4.15.**
- 4.16 The Manahan Group agrees to the terms stated in 4.16.**
- 4.17 The Manahan Group agrees to the terms stated in 4.17.**
- 4.18 The Manahan Group agrees to the terms stated in 4.18.**
- 4.19 The Manahan Group agrees to the terms stated in 4.19.**
- 4.20 The Manahan Group agrees to the terms stated in 4.20.**
- 4.21 The Manahan Group agrees to the terms stated in 4.21.**

- 4.21.1 The Manahan Group agrees to the terms stated in 4.21.1.
- 4.21.2 The Manahan Group agrees to the terms stated in 4.21.2.
- 4.22 The Manahan Group agrees to the terms stated in 4.22.
- 4.22.1 The Manahan Group agrees to the terms stated in 4.22.1.
- 4.23 The Manahan Group agrees to the terms stated in 4.23.
- 4.23.1 The Manahan Group agrees to the terms stated in 4.23.1.
- 4.24 The Manahan Group agrees to the terms stated in 4.24.
- 4.25 The Manahan Group agrees to the terms stated in 4.25.
- 4.26 The Manahan Group agrees to the terms stated in 4.26.
- 4.27 The Manahan Group agrees to the terms stated in 4.27.
- 4.28 The Manahan Group agrees to the terms stated in 4.28.
- 4.29 The Manahan Group agrees to the terms stated in 4.29.
- 4.30 The Manahan Group agrees to the terms stated in 4.30.

**Business License/
Registration Certificate**

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

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

BUSINESS REGISTRATION ACCOUNT NUMBER: 1008-7832

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

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

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

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

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

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

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

atL006 v.4
L1514938112

CRFQ 0705 LOT2100000001
The Manahan Group LLC

Disclosure of Interested Parties

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into 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 contracting 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 contracting state agency prior to contract award 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.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: THE MANAHAN GROUP LLC Address: 222 CAPITOL ST, STE 500
CHARLESTON, WV 25301

Name of Authorized Agent: GEORGE B. MANAHAN Address: (SAME)

Contract Number: _____ Contract Description: MARKETING & ADVERTISING

Governmental agency awarding contract: WEST VIRGINIA LOTTERY

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.

GEORGE 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: [Handwritten Signature]

Date Signed: 9-1-20

Notary Verification

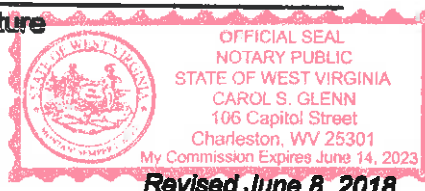
State of West Virginia, County of Kanawha:

I, Carol S. Glenn, 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 1st day of September, 2020.

[Handwritten Signature]
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



The Cost Page has been Attached Separately

EXHIBIT A : PRICING PAGE

A. CATEGORY	CONTRACT SERVICES	Unit of Measure	ESTIMATED HOURS (BASED ON HOURS/ YEAR IN 2020)	VENDOR'S HOURLY RATE Year 1	VENDOR'S HOURLY RATE YEAR 2	VENDOR'S HOURLY RATE YEAR 3	VENDOR'S HOURLY RATE YEAR 4	EXTENDED COST PER SERVICE
				OPTIONAL RENEWAL	OPTIONAL RENEWAL	OPTIONAL RENEWAL		
ACCOUNT MANAGEMENT	1. Account Services	Hour(s)	1,200	\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 307,200.00
	2. General Account Management	Hour(s)	200	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 20,000.00
	3. Public Relations	Hour(s)	40	\$ 76.00	\$ 76.00	\$ 76.00	\$ 76.00	\$ 12,160.00
	4. Research Services	Hour(s)	40	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 3,200.00
MEDIA	5. Media Planning and Buying of Radio and Streaming Services	Hour(s)	100	\$ 104.00	\$ 104.00	\$ 104.00	\$ 104.00	\$ 41,600.00
	6. Media Planning and Buying of Television and Streaming Services	Hour(s)	300	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 108,000.00
	7. Media Planning and Buying of Newspaper	Hour(s)	100	\$ 104.00	\$ 104.00	\$ 104.00	\$ 104.00	\$ 41,600.00
	8. Media Planning and Buying of Outdoor Ads	Hour(s)	80	\$ 104.00	\$ 104.00	\$ 104.00	\$ 104.00	\$ 33,280.00
	9. Media Planning and Buying of Social Media	Hour(s)	80	\$ 104.00	\$ 104.00	\$ 104.00	\$ 104.00	\$ 33,280.00
CREATIVE	10. illust/Layout/Design and Copywriting Adv.	Hour(s)	200	\$ 104.00	\$ 104.00	\$ 104.00	\$ 104.00	\$ 83,200.00
	11. Creative/Art Direction or Planning	Hour(s)	500	\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00	\$ 72,000.00
	12. Computer Graphics	Hour(s)	500	\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00	\$ 72,000.00
WEBSITE	13. Web Site Development and Maintenance	Hour(s)	700	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 112,000.00
	14. Web Hosting & Domain	Hour(s)	100	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 10,000.00
PRODUCTION	15. Printing	Hour(s)	200	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 20,000.00
	16. Film Production	Hour(s)	500	\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00	\$ 72,000.00
	17. Audio Production	Hour(s)	200	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 20,000.00
	18. Music Rights/ Trademark	Hour(s)	5	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 500.00
PROMOTIONS/ EVENTS	19. Sponsorships- Collegiate/ Fairs & Festivals	Hour(s)	35	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 5,600.00
	20. Marketing Promotions Planning, Materials, Prizes, Trips, and Accommodations	Hour(s)	200	\$ 68.00	\$ 68.00	\$ 68.00	\$ 68.00	\$ 54,400.00
	21. Promotion and Events Field Support	Hour(s)	100	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 28,800.00
TOTAL EXTENDED HOURLY COST								\$ 1,150,820.00

The sum of ESTIMATED HOURS (CONTRACT SERVICES 1-21) IS 5380 HOURS. The quantities shown are estimates only and may be more or less.

- B. Media Buying Add-on Years (Year one (1) plus optional renewals Years two (2) - four (4)):
 All Vendors responding to this RFQ must provide a percentage of add-on media buying activities (not to exceed 5%).
 This percentage will be multiplied by \$2,500,000 and added to that total.
 The total media buy of \$2,500,000 is arbitrary and the actual amount may not reach or may exceed this amount.

VENDOR'S ADD-ON FOR MEDIA BUYING TOTAL:

1% of \$2,500,000

\$25,000.00

- C. (Cost from A. and B. are to be added together to determine the total cost of the proposal.)

TOTAL BID AMOUNT:

\$1,175,820.00