



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

Request for Quotation

RFQ NUMBER
 COM02

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

Morgantown Printing
 915 Greenbag Road
 Morgantown WV 26508

DIVISION OF TOURISM

VARIOUS LOCALES AS INDICATED
 BY ORDER

304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/26/2010	/Net 30	ovr truck	your dock	none

BID OPENING DATE: 03/11/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 ***** THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED TECHNICAL QUESTIONS & ANSWERS AND TO EXTEND THE BID OPENING DATE AND TIME. THE BID OPENING IS CHANGED FROM: 03/02/2010 AT 1:30 PM TO: 03/11/2010 AT 1:30 PM						
0001	1	LS		966-50	see Breakdown	145070

RECEIVED

2010 MAR 11 AM 11:35

WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-292-3365	DATE 3-2-2010
TITLE <i>Ch. Manager</i>	FEIN 550743009	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must 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 any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

Agency response to the technical question from the vendor requesting clarification concerning the calculation of the freight costs to deliver the various printed items listed in Requisition COM02.

The request for delivery costs must be per 1,000 brochures.

On page 8 of the RFQ under delivery, the delivery weight of a box of brochures cannot exceed 30 lbs/box along with other listed requirements should allow an interested vendor estimate his shipping costs.

Each grouping of brochures is for similar brochures of the same size, the vendor must provide the cost per 1,000 delivered.

On page 6 under delivery shipping address: the FOB destinations are requesting cost to be incurred by vendor with no separate charge to our agencies. Most deliveries are to the Charleston, South Charleston and Nitro areas.

The alternate delivery addresses to the state parks (1-49) may be as small as 1,000, so we request a best estimate delivery cost of 1,000/per delivery location. Most costs we have received in the past were the same price to each of the 49 locations and we multiply that by the number of brochures delivered.

A spreadsheet of delivery costs to areas of the state may be provided by vendor if that is the only way they can figure cost, but evaluation of the bid will be based on the total cost of item 1-49 and the total for each section of the bid.

Please clarify how you would like the freight costs calculated. Here are our questions:

After your request on page 6 (pasted below) you list 12 address possibilities for the 88 different product price quotes. If we were to calculate each delivery possibility (12 x 88 possibilities) it would be 1,056 different freight cost numbers for the main quote. For the alternate delivery addresses; for the 88 different products there are 49 different locations. Quoting all possibilities for this option (49 x 88) would be 4,312 separate costs. Is it possible for the main, and alternate freight quote specs to be clarified in order to get the information you need, with a reasonable amount of freight options?

This will save all the vendors providing quotes a enormous amount of time, and you from having to compare over 5,000 different freight options from a number of vendors. Please let us know if there is something we missed.

Thank you.

**DELIVERY: Shipping addresses F.O.B. De
Charleston WV, Nitro WV, Elkins WV, Fairmo
Milton WV, Romney WV and West Columbia W**



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VENDOR

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 Morgantown Printing
 915 Greenbag Road
 Morgantown WV 26508

SHIP TO

DIVISION OF TOURISM
 VARIOUS LOCALES AS INDICATED
 BY ORDER
 304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/03/2010	Net 30	over truck	usdc delivery	none
BID OPENING DATE:	03/02/2010	BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50	see Breakdown	145070
<p>PRINTING SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF COMMERCE, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE THE DEPARTMENT WITH ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES TO PRODUCE HIGH QUALITY FULL-COLOR PROCESS PRINTED PUBLICATIONS FOR THE AGENCIES WITHIN THE DEPARTMENT OF COMMERCE PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 301-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 02/16/2010 AT 3:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304-292-3368	3-1-2010	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
CSR Manager	550743009		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va. C.S.R. §148-1-6.6)



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

RFQ COPY
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Morgantown Printing
 915 Greenbush Road
 Morgantown WV 26508

OFFICE

DIVISION OF TOURISM

VARIOUS LOCALES AS INDICATED
 BY ORDER

304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/03/2010	Net 30	over truck	your dock	none
BID OPENING DATE: 03/02/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>R. C. See</i>	304-292-3368	3-1-2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CSR Manager	550743009	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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 915 Greenburg Road
 Morgantown WV 26508

DIVISION OF TOURISM

VARIOUS LOCALES AS INDICATED
 BY ORDER

304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/03/2010	Net 30	over truck	your door	None
BID OPENING DATE: 03/02/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-292-3368	DATE 3-1-2010
TITLE CSR Manager	FEIN 550743009	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

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 915 Greenbagg Road
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SHIP TO

DIVISION OF TOURISM
 VARIOUS LOCALES AS INDICATED
 BY ORDER
 304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/03/2010	/ Net 30	per truck	your desk	none
BID OPENING DATE: 03/02/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				44		
RFQ. NO.:				COM02		
BID OPENING DATE:				03/02/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304-292-0283 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Brad Adkins -----						
***** THIS IS THE END OF RFQ						COM02 ***** TOTAL: 145070

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-292-3368	3-1-2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CSB Manager	550743009	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

West Virginia Department of Commerce

BLANKET OPEN END CONTRACT
FULL COLOR PUBLICATIONS

Vendor shall provide all labor, materials, equipment and supplies to produce high quality full-color process printed publications for the agencies and clients of the West Virginia Department of Commerce per attached specifications. Vendor cannot subcontract the printing of brochures or broker the printing.

SPECIFICATIONS

SCOPE: These specifications cover the production of publications and material requiring such operations as electronic prepress, printing, packing and distribution

TITLE: West Virginia Department of Commerce Color Publication Printing Contract

SPENDING UNITS: This contract is applicable to the West Virginia Department of Commerce, its agencies, West Virginia Development Office, West Virginia Division of Energy, West Virginia Division of Forestry, West Virginia Division of Labor, West Virginia Division of Natural Resources, West Virginia Division of Tourism, West Virginia Geological and Economic Survey, West Virginia Office of Miners' Health, Safety and Training, WORKFORCE West Virginia; and clients of the West Virginia Department of Commerce.

FREQUENCY OF ORDERS: Varies.

QUANTITY: 500 to 75,000 copies per order as per specifications. The number ordered will vary for each contract release order

TYPE OF PUBLICATION: Full color process printing for various types of publications with multiple sizes, bindery and folds as per specifications

WEST VIRGINIA DEPARTMENT OF COMMERCE TO FURNISH:

- Print order
- Full-color composite visual of the provided file to show layout
- Electronic Media containing files

Contractor must be able to accept files from the following platforms:

Electronic media

Platform: PC Windows XP and Macintosh System 10

Media: CD-ROM or DVD

Software

Page Layout programs: Adobe InDesign CS2 and CS3 or latest version; QuarkXpress 6.5.

Illustration Programs: FreeHand 8.0 and 11; Adobe Illustrator and Adobe Photoshop CS3 or latest versions of all programs.

Document Exchange prepress programs: Adobe Acrobat (.pdf)

Various versions of software may be used; the vendor will be required to have the most current version(s). All platform system and software upgrades (for specified applications) that may occur during the term of the contract must be supported by the vendor on both PC and Macintosh platforms.

VENDOR TO FURNISH: All materials and operations, other than those listed under "WEST VIRGINIA DEPARTMENT OF COMMERCE TO FURNISH," necessary to produce the products in accordance with these specifications.

ELECTRONIC PREPRESS: Prior to image processing, the vendor shall perform a basic (preflight) of the furnished media and publishing files to assure correct output of the required production image. Any errors, media damage or data corruption that might interfere with proper file image processing must be reported to the ordering agency immediately. The vendor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized to insure press readiness.

PROOFS – VENDOR MUST PROVIDE:

- One set of digital color proofs (contract-grade press proof or press-match print) with critical color and registration – must be press-match quality.
- One composite printout (folded as required) and trimmed to size.

The vendor must not print order prior to receipt of an "OK to Print" by the West Virginia Department of Commerce, agency or appointed designee. The final product must match approved proof.

A waiver of proof may be allowed by the ordering agency on reprints of the order upon the guarantee of the vendor to provide an exact reprint with same quality and style of previous approved order.

SCHEDULE: Vendor must not start production of any job prior to receipt of the contract release order. **Distribution of final product must be completed from the date of receipt of furnished material as follows:**

Orders of 5,000 or less: 12 business days

Orders above 5,000: 18 business days.

The ship/deliver date indicated on the contract release order is the date product ordered for delivery F O B. destination must be delivered to the destination specified.

DELIVERY: Shipping addresses F.O.B. Destination — Charleston WV, South Charleston WV, Nitro WV, Elkins WV, Fairmont WV, Beckley WV, Parkersburg WV, Milton WV, Romney WV and West Columbia WV. Shipping addresses listed below.

Please call 304-558-2003 or number specified on each contract release order before delivery is made. Shipment designation will be provided on each contract release order.

Shipping may be requested to be delivered to individual park facilities as listed on attached sheet.

State Capitol Complex
1900 Washington Street East
Building 5 or 6
Charleston, WV 25305

WV Division of Tourism or WV Dept. of Commerce
90 MacCorkle Avenue SW
South Charleston, WV 25303

WV State Parks Storage Facility
#1 Pickens Road
Nitro, WV 25143

WV Division of Natural Resources
324 Fourth Avenue
South Charleston, WV 25303

WV Division of Natural Resources
Wildlife Resources Section
Ward Road, Route 219
Elkins, WV 26241

Division of Forestry Headquarters
Agricultural Center at Guthrie
347 Gus R. Douglas Lane
Charleston, WV 25312

Division of Forestry - Fairmont Office
Route 2, Box 1100
Fairmont, WV 26554
(304) 367-2793

Division of Forestry - Romney Office
1 Depot Street,
Romney, WV 26757
(304) 822-4512

Division of Forestry - Beckley Office
330 Harper Park Drive, Suite J, Beckley, WV 25801
(304) 256-6775

Division of Forestry - Milton Office
878 E. Main Street, Rear, P O Box 189, Milton, WV 25541
(304) 743-6186

Division of Forestry - Parkersburg Office
2309 Gihon Road, Parkersburg, WV 26101
(304) 420-4515

Division of Forestry - Clements State Tree Nursery
624 Forestry Drive, West Columbia, WV 25287
(304) 675-1820

Vendor must deliver five (5) samples to WV Department of Commerce Marketing and Communications, 90 MacCorkle Avenue SW, South Charleston, WV 25303, for each contract release order.

Before delivery is made, vendor or delivery agent must contact WV Department of Commerce or specified designee at least 24 hours in advance to make arrangements for acceptance of order and verify delivery address. Number of boxes/skids must be known at time of call.

Deliveries will be accepted between 8:00 a.m. and 3:00 p.m. Monday thru Friday with no deliveries on Holidays or weekends, unless specified by the Department of Commerce.

Boxes may be packaged on skids not to exceed 72 boxes per skid or over 6 ft tall. Pallets must be shrink-wrapped and stacked evenly so that they can be double-stacked without the boxes breaking. Single boxes should weigh no more than 30 pounds

For delivery other than South Charleston location, skids must be broken down before drop off. No fork lift is available.

MATERIAL STORAGE AND RETURN: Upon completion of order, all electronic media, artwork and other material is to be returned to West Virginia Department of Commerce or ordering agency, via company representative or registered mail before payment will be processed. With prior, written approval, material may be stored by the vendor provided that such vendor assumes total liability for integrity of the materials and guarantees complete compensation in light of damage or loss of such material. All material is the property of State of West Virginia and must be returned to the ordering agency within 14 days of a verbal or written request or upon termination of contract. All expenses incidental to returning materials, submitting proofs, and furnishing samples must be borne by the vendor.

SPECIAL INSTRUCTIONS:

Failure to meet printing quality (improper registration, incorrect paper, smudged or smeared printing, off color match, misplaced images or text), materials, or specifications, etc., is justification for cancellation or refusal of the order.

Failure to meet delivery deadline will result in a \$100.00 total liquidated damage per day. All vendors bidding on this job assume this responsibility.

Failure to meet delivery deadline on more than one occasion, without justification of circumstances beyond the vendor's control, i.e., paper shortage, labor strikes, etc., is justification for cancellation or refusal of order or contract.

No spoils will be accepted as part of delivery volume

**UNDER NO CIRCUMSTANCES WILL OVERRUNS BE PAID FOR.
UNDER NO CIRCUMSTANCES CAN THE APPROVED VENDOR USE THIS
PUBLICATION FOR GAIN. ALL PUBLICATIONS ARE PROPERTY OF THE STATE
OF WEST VIRGINIA.**

Successful vendor is to contact the WV Department of Commerce ordering agency contact immediately upon receipt of blanket release order to discuss technicalities of job and to verify receipt of order.

The above specifications apply to all sections of this contract

LIFE OF CONTRACT: This contract is effective on the issue date and extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "Reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the director of purchasing 30 days written notice

Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

RENEWAL: This contract may be renewed upon the mutual written consent of the spending unit and the vendor, submitted to the director of purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

Section A: Multi-fold Brochure

Items 1-50

TYPE OF PUBLICATION: Multi-fold Brochure.

Full-color process printing on both sides of publication. Printing will bleed all four sides on both sides

PAPER STOCK:

70 lb. #3 Grade Warren Somerset Text gloss white or equal

Paper substitutions: Sample of paper must be supplied. Same paper must be used for the entire length of the contract. If paper is no longer produced, a substitute paper sample must be submitted and approved by the WV Dept of Commerce prior to use.

Mfg.: 70# genuine gloss textWeight: 70 Grade: #3

Description for Items 1-10: 14 3/4" x 8 1/2" flat folded to 3 11/16" x 8 1/2" finished size (4-panel with 2 parallel folds)

Item	Quantity	Description	Unit Price	Total Price
1	5,000	New 14 3/4" x 8 1/2" brochures	0.155	775
2	10,000	New 14 3/4" x 8 1/2" brochures	0.0975	975
3	25,000	New 14 3/4" x 8 1/2" brochures	0.0626	1565
4	50,000	New 14 3/4" x 8 1/2" brochures	0.0513	2565
5	75,000	New 14 3/4" x 8 1/2" brochures	0.047533	3565
6	5,000	Exact Reprint 14 3/4" x 8 1/2" brochures	0.149	745
7	10,000	Exact Reprint 14 3/4" x 8 1/2" brochures	0.0945	945
8	25,000	Exact Reprint 14 3/4" x 8 1/2" brochures	0.0614	1535
9	50,000	Exact Reprint 14 3/4" x 8 1/2" brochures	0.0507	2535
10	75,000	Exact Reprint 14 3/4" x 8 1/2" brochures	0.047133	3535

Sub-total 1-10

\$ 18740

Description for Items 11-20: 15" x 25 1/2" flat folded to 3 3/4" x 8 1/2" finished size (12-panel with 2 vertical folds and 2 parallel folds). Fold details: bottom folds up 1/3. Top folds down 1/3 to make approximately 15" w x 8 1/2". Fold in half once and in half again for finished size.

Item	Quantity	Description	Unit Price	Total Price
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11	5,000	New 15" x 25 1/2" brochures	0.25	1250
12	10,000	New 15" x 25 1/2" brochures	0.1795	1795
13	25,000	New 15" x 25 1/2" brochures	0.1374	3435
14	50,000	New 15" x 25 1/2" brochures	0.1235	6175
15	75,000	New 15" x 25 1/2" brochures	0.1188	8910
16	5,000	Exact Reprint 15" x 25 1/2" brochures	0.24	1200
17	10,000	Exact Reprint 15" x 25 1/2" brochures	0.1745	1745
18	25,000	Exact Reprint 15" x 25 1/2" brochures	0.1354	3385
19	50,000	Exact Reprint 15" x 25 1/2" brochures	0.1225	6125
20	75,000	Exact Reprint 15" x 25 1/2" brochures	0.1181333	8860

Sub-total 11-20

\$ 42860

Description for Items 21-30: 11 1/4" x 17" flat folded to 3 3/4" x 8 1/2" finished size (6-panel with half fold and letter fold)

Item	Quantity	Description	Unit Price	Total Price
21	5,000	New 11 1/4" x 17" brochures	0.1398	699
22	10,000	New 11 1/4" x 17" brochures	0.096	960
23	25,000	New 11 1/4" x 17" brochures	0.0704	1760
24	50,000	New 11 1/4" x 17" brochures	0.0619	3095
25	75,000	New 11 1/4" x 17" brochures	0.059	4425
26	5,000	Exact Reprint 11 1/4" x 17" brochures	0.134	670
27	10,000	Exact Reprint 11 1/4" x 17" brochures	0.093	930
28	25,000	Exact Reprint 11 1/4" x 17" brochures	0.0692	1730
29	50,000	Exact Reprint 11 1/4" x 17" brochures	0.0613	3065
30	75,000	Exact Reprint 11 1/4" x 17" brochures	0.0586	4395

Sub-total 21-30

\$ 21729

Description for Items 31-40: 14" x 17" flat folded to 3 1/2" x 8 1/2" finished size (8 panel with half fold and 2 parallel folds).

Item	Quantity	Description	Unit Price	Total Price
31	5,000	New 14" x 17" brochures	0.159	795
32	10,000	New 14" x 17" brochures	0.111	1110

33	25,000	New 14" x 17" brochures	0.08396	2099
34	50,000	New 14" x 17" brochures	0.075	3750
35	75,000	New 14" x 17" brochures	0.071966	5399
36	5,000	Exact Reprint 14" x 17" brochures	0.153	765
37	10,000	Exact Reprint 14" x 17" brochures	0.108	1080
38	25,000	Exact Reprint 14" x 17" brochures	0.0828	2070
39	50,000	Exact Reprint 14" " x 17" brochures	0.0744	3720
40	75,000	Exact Reprint 14" " x 17" brochures	0.0716	5370

Sub-total 31-40

\$ 26158

Description for Items 41-50: 11" x 8 1/2" flat folded to 3 2/3" x 8 1/2" finished size (3 panel with letter-fold).

Item	Quantity	Description	Unit Price	Total Price
41	5,000	New 11" x 8 1/2" brochures	0.115	575
42	10,000	New 11" x 8 1/2" brochures	0.071	710
43	25,000	New 11" x 8 1/2" brochures	0.0452	1130
44	50,000	New 11" x 8 1/2" brochures	0.037	1850
45	75,000	New 11" x 8 1/2" brochures	0.0342	2565
46	5,000	Exact Reprint 11" x 8 1/2" brochures	0.109	545
47	10,000	Exact Reprint 11" x 8 1/2" brochures	0.068	680
48	25,000	Exact Reprint 11" x 8 1/2" brochures	0.044	1100
49	50,000	Exact Reprint 11" x 8 1/2" brochures	0.0364	1820
50	75,000	Exact Reprint 11" x 8 1/2" brochures	0.0336	2535

Sub-total 41-50

\$ 13510

Total Section A: 1-50

\$ 123017

Section B: Rack Cards

Items 51-64

4" x 9". Full-color process printing on both sides, with full bleed on both sides.

PAPER STOCK:

Cover: 100 lb. Warren Somerset Cover gloss white, or equal.

Sample of paper must be supplied. Same paper must be used for the entire length of the contract. If paper is no longer produced, a substitute paper sample must be submitted and approved by the WV Dept of Commerce prior to use.

Mfg.: 100# Genuine glass cover

Weight: 100 Grade: #3

Item	Quantity	Description	Unit Price	Total Price
51	500	4" x 9" rack cards	0.96	480
52	1,000	4" x 9" rack cards	0.455	455
53	2,500	4" x 9" rack cards	0.208	520
54	5,000	4" x 9" rack cards	0.11	550
55	10,000	4" x 9" rack cards	0.065	650
56	20,000	4" x 9" rack cards	0.0415	830
57	50,000	4" x 9" rack cards	0.0276	1380

Item	Quantity	Description	Unit Price	Total Price
58	500	Exact Reprint 4" x 9" rack cards	0.9	450
59	1,000	Exact Reprint 4" x 9" rack cards	0.455	455
60	2,500	Exact Reprint 4" x 9" rack cards	0.196	490
61	5,000	Exact Reprint 4" x 9" rack cards	0.104	520
62	10,000	Exact Reprint 4" x 9" rack cards	0.062	620
63	20,000	Exact Reprint 4" x 9" rack cards	0.04	800
64	50,000	Exact Reprint 4" x 9" rack cards	0.027	1350

Total Section B: 51-64

\$ 9580

Section C: Posters - Single sheet printed with no folds.

Items 65-76

Paper Stock: 100 lb. #1 grade bright white text. Warren Lustru dull or equal

Bid quote must reflect any paper substitutions. **Sample of paper must be supplied.**
Same paper must be used for the entire length of the contract. If paper is no longer produced, a substitute paper sample must be submitted and approved by the WV Dept of Commerce prior to use.

Mfg.: 100# LOE dull text

Weight: 100 Grade: #1

Items 65-76: Full-color process printing on one side, with bleed

Item	Quantity	Description	Unit Price	Total Price
65	500	Poster 8 1/2" x 11" printed one side with bleed	0.798	399
66	1,000	Poster 8 1/2" x 11" printed one side with bleed	0.415	415
67	2,500	Poster 8 1/2" x 11" printed one side with bleed	0.18	450
68	500	Poster 8 1/2" x 14" printed one side with bleed	0.81	405
69	1,000	Poster 8 1/2" x 14" printed one side with bleed	0.42	420
70	2,500	Poster 8 1/2" x 14" printed one side with bleed	0.188	470
71	500	Poster 11" x 17" printed one side with bleed	0.83	415
72	1,000	Poster 11" x 17" printed one side with bleed	0.435	435
73	2,500	Poster 11" x 17" printed one side with bleed	0.1996	499
74	500	Posters 18" x 24" printed one side with bleed	0.87	435
75	1,000	Posters 18" x 24" printed one side with bleed	0.48	480
76	2,500	Posters 18" x 24" printed one side with bleed	0.244	610

Sub-total 65-76

\$ 5433

Items 77-88: Full color process printing on both sides, with bleed.

Item	Quantity	Description	Unit Price	Total Price
77	500	Poster 8 1/2" x 11" printed two sides with bleed	0.88	440
78	1,000	Poster 8 1/2" x 11" printed two sides with bleed	0.455	455
79	2,500	Poster 8 1/2" x 11" printed two sides with bleed	0.196	490
80	500	Poster 8 1/2" x 14" printed two sides with bleed	0.9	450
81	1,000	Poster 8 1/2" x 14" printed two sides with bleed	0.47	470
82	2,500	Poster 8 1/2" x 14" printed two sides with bleed	0.22	550
83	500	Poster 11" x 17" printed two sides with bleed	0.9	450
84	1,000	Poster 11" x 17" printed two sides with bleed	0.47	470
85	2,500	Poster 11" x 17" printed two sides with bleed	0.22	550
86	500	Posters 18" x 24" printed two sides with bleed	1.3	650
87	1,000	Posters 18" x 24" printed two sides with bleed	0.705	705
88	2,500	Posters 18" x 24" printed two sides with bleed	0.348	870

Sub-total 77-88

\$ 6550

Total Section C: 65-88

\$ 11983

DELIVERY COST FOR ALTERNATE LOCATIONS:

Alternate Delivery Addresses West Virginia State Parks

Unit price per 1,000 publications

1. Audra State Park	Route 4, Box 564, Buckhannon, WV 26201	\$ 10
2. Babcock State Park	HC 35, Box 150, Clifftop, WV 25831	\$ 10
3. Beartown State Park	HC 64, Box 189, Hillsboro, 24946	\$ 10
4. Beech Fork State Park	5601 Long Branch Road, Barboursville, WV 25504	\$ 10
5. Berkeley Springs State Park	2 South Washington Street, Berkeley Springs, WV 25411	\$ 10
6. Berwind Lake WMA	Route 16, Box 38, Warriormine, WV 24894	\$ 10
7. Blackwater Falls State Park	Route 29, Davis, WV 26260	\$ 10
8. Blennerhassett Island 137	Juliana Street, Parkersburg, WV 26101	\$ 10
9. Bluestone State Park	HC 78, Box 3, Hinton, WV 25951	\$ 10
10. Bluestone WMA	HC 65, Box 91, Indian Mills, WV 24935	\$ 10
11. Cabwaylingo State Forest	Route 1, Box 85, Dunlow, WV 25511	\$ 10
12. Cacapon Resort State Park	818 Cacapon Lodge Drive, Berkeley Springs, WV 25411	\$ 10
13. Calvin Price State Forest	HC 82, Box 252, Marlinton, WV 24954	\$ 10
14. Camp Creek State Park	2390 Camp Creek Road, Camp Creek, WV 25820	\$ 10
15. Canaan Valley	HC 70, Box 330, Davis, WV 26260	\$ 10
16. Carnifex Ferry Battlefield	1194 Carnifex Ferry Road, Summersville, WV 26651	\$ 10
17. Cass Scenic Railroad	Route 66, Main Street, Cass, WV 24927	\$ 10
18. Cathedral State Park	RR 1, Box 370, Aurora, WV 26705	\$ 10
19. Cedar Creek State Park	2947 Cedar Creek Road, Glenville, WV 26351	\$ 10
20. Chief Logan	Route 10N, Logan, WV 25601	\$ 10
21. Chief Logan Lodge, Hotel & Conference Center	1000 Conference Center Drive, Logan, WV 25601	\$ 10
22. Coopers Rock State Forest	Route 1, Box 270, Bruceton Mills, WV 26525	\$ 10
23. Droop Mountain Battlefield	HC 64, Box 189, Hillsboro, WV 24946	\$ 10
24. Fairfax Stone	Route 29, Davis, WV 26260	\$ 10
25. Greenbrier River Trail	HC 82, Box 252, Marlinton, WV 24954	\$ 10
26. Greenbrier State Forest	HC 30, Box 154, Caldwell, WV 24925	\$ 10
27. Hawks Nest	177 West Main Street, Ansted, WV 25812	\$ 10
28. Holly River	Route 20, Hacker Valley, WV 26222	\$ 10
29. Kanawha State Forest	Route 2, Box 285, Charleston, WV 25314	\$ 10
30. Kumbrabow State Forest	Route 219/16, Huttonsville, WV 26273	\$ 10
31. Laurel Lake WMA	HC 70, Box 626, Lenore, WV 25676	\$ 10
32. Little Beaver	1402 Grandview Road, Beaver, WV 25813	\$ 10
33. Lost River	321 Park Drive, Mathias, WV 26812	\$ 10
34. Moncove Lake	HC 83, Box 73-A, Gap Mills, WV 24942	\$ 10
35. North Bend	Route 1, Box 221, Cairo, WV 26337	\$ 10
36. Panther State Forest	Route 3/2 Panther Creek Road, Panther, WV 24872	\$ 10
37. Pinnacle Rock	Route 52, Bramwell, WV 24715	\$ 10
38. Pipestem Resort	Route 20, Box 150, Pipestem, WV 25979	\$ 10
39. Plum Orchard Lake WMA	Route 1, Box 186, Scarbro, WV 25917	\$ 10
40. Prickett's Fort	Route 3, Box 403, Fairmont, WV 26554	\$ 10
41. Seneca State Forest	Route 1, Box 140, Dunmore, WV 24934	\$ 10
42. Stonewall Jackson	149 State Park Trail, Roanoke, WV 26447	\$ 10
43. Tomlinson Run	State Route 8, New Manchester, WV 26056	\$ 10
44. Tu-Endie-Wei	First Street, Point Pleasant, WV 25550	\$ 10
45. Twin Falls	Route 97, Mullens, WV 25882	\$ 10
46. Tygart Lake	Route 1, Box 260, Grafton, WV 26354	\$ 10
47. Valley Falls	Route 6, Box 244, Fairmont, WV 26554	\$ 10
48. Watoga	HC 82, Box 252, Marlinton, WV 24954	\$ 10
49. Watters Smith	Route 1, Duck Creek Road, Lost Creek, WV 26385	\$ 10

Total Alternate delivery: 1-49 \$ 490

Grand Total: \$ 145070

(Includes Sections A, B, C and alternate delivery addresses)

Award Procedure:

Evaluation of Bid Prices: When evaluating bid prices, all of the charges itemized in each section, will be considered. One total bid figure will be calculated for each vendor based upon the sum of the each section of contract. The award may be split by section between multiple vendors if it is in the best interest of the Department of Commerce.

Samples: If requested, the vendor must supply full color samples of the types of publications specified in the bid. Samples are to be printed on the type of paper specified in the vendor's bid. All requested samples must be received within 14 days of request

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: Morgantown Printing Signed: [Signature]
 Date: 3-2-2010 Title: CSR Manager

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

RFQ No. COM 02

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Morgantown Printing

Authorized Signature: [Signature] Date: 3-2-2010

State of WEST VIRGINIA

County of PRESTON, to-wit:

Taken, subscribed, and sworn to before me this 2ND day of MARCH, 20 10

My Commission expires MAY 13, 20 14.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

