



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

State of West Virginia
 Request for Quotation
 29 - Office Supplies

Proc Folder: 537739

Doc Description: Addendum 1 - Secure Paper Printing

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-01-28	2019-01-31 13:30:00	CRFQ 0802 DMV1900000005	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:

RR Donnelley & Sons Co
101 Carriage Pt. Ste 307
Hurricane, WV 25526
304-757-6673

Vendor No. 000000178499

RECEIVED

2019 JAN 31 PM 1:20

WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

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

Signature X

Michael J. Koss

FEIN # *36-1004130*

DATE *01/30/19*

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

ADDITIONAL INFORMATION

Addendum

Addendum No. 1 issued to publish the vendor questions and agency answers.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Motor Vehicles (WVDMV) to establish an open-end contract for the printing of Cut Sheet Titles, Continuous Feed Titles, Non-Repairable Titles, Secure Power of Attorney Forms, TM5 Dealer Reassignment Forms, Cut Sheet Registration Forms, and Continuous Feed Registration Forms. WVDMV is seeking a firm fixed price for all commodities under this solicitation. Order quantities are not guaranteed and will fluctuate.

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cut Sheet Motor Vehicle Title	200.00000	PM	145.80	29,160.00

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 200,000.
(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Continuous Feed Motor Vehicle Title	800.00000	PM	129.10	103,280.00

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 800,000.
(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Non-Repairable Title	5.00000	PM	197.90	989.50

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 5,000.
(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Secure Power of Attorney	75.00000	PM	181.80	13,635.00

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 75,000.
(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	TM-5 Dealer Reassignment	100.00000	PM	43.75	4,375.00

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 100,000.

(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER		MANAGER	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
PURCHASING/ACCOUNTS PAYABLE		PURCHASING/ACCOUNTS PAYABLE	
1317 HANSFORD ST		1317 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Cut Sheet Motor Vehicle Registration	200.00000	PM	27.70	5,540.00

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 200,000.

(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER		MANAGER	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
PURCHASING/ACCOUNTS PAYABLE		PURCHASING/ACCOUNTS PAYABLE	
1317 HANSFORD ST		1317 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Continuous Feed Motor Vehicle Registration	600.00000	PM	11.40	6,840.00

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 600,000.

(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

Total: 163,819.50

SOLICITATION NUMBER: CRFQ DMV1900000005

Addendum Number: 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

1. To publish the vendor questions and agency answers.

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ DMV1900000005
Secure Paper Printing
Vendor Questions and Agency Answer

Q1) Item#3.1.8 Security - Requires 24-hour armed guards.

We have moved past human guards as we have found them to not be as reliable as electronic surveillance. The production facility uses Biometric access and has 24-hour video surveillance.

My question is would this be acceptable rather than the human guards?

A1) No.

Q2) The Portal Paper is a custom order with a delivery of 16 weeks. Would it be possible to substitute an equivalent paper with all the required security specifications listed?

A2) Substitutes are acceptable. The substrate must be Cylinder Mould Manufactured paper, and the vendor must list the proposed substitute brand name.

Q3) Item Quantities: What are the historical individual order quantities for the items requested in the solicitation? This would make a difference in how unit price is calculated in response. As Example, item 2, "Continuous Feed Motor Vehicle Titles" has a bid quantity of 800,000. Would DMV order this quantity at one time? What is the typical order quantity for this item and all of the other items requested in the solicitation?

A3) Typical order quantities range from 2,000 to 300,000. WVDMV is seeking an open-end contract in which any quantity can be ordered at any time throughout the contract period.

Q4) Section 3.1 Contract Items and MANDATORY Requirements: We are assuming that all the items in this section are "Mandatory" requirements that must be provided or exceeded. Is this correct?

A4) Yes.

Q5) Sections 3.1.1.4.1.1, 3.1.2.4.1.1, and 3.1.3.4.1.1.1 "Paper must be Portal's white 24lb. Cylinder mould paper, or equivalent. " Cylinder Mould paper is manufactured on specific cylinder mould equipment that produces the cylinder mould paper product. There is no equivalent alternate paper

for the mandatory specification of cylinder mould paper. Is "equivalent" referring to "an equivalent brand or mill" to the Portal's Mill cylinder mould paper?

A5) The requirement is to provide cylinder mould manufactured paper, such as is manufactured by Portal's.

Q6) Section 3.1.8 Manufacturing Security

Section 3.1.8.1 "Vendor's manufacturing facilities must be secured and have armed guard service present 24 hours per day, 7 days per week." We are assuming that this is a mandatory requirement, as stated under this section. Is this correct?

A6) Yes

Q7) What are the historical individual order quantities and how often ordered for each item requested in the solicitation rather other than the estimated purchase volume? This would make a difference in how the unit price is calculated in response as order quantity, frequency and production size influences pricing more than estimated annual volume. As example, Item 2 "Continuous Feed Motor Vehicle Title" has bid quantity of 800,000 forms. Would the DMV order and receive this quantity at one time or would they order smaller quantities at a time?

A7) Typical order quantities range from 2,000 to 300,000. DMV is seeking an open-end contract in which any quantity can be ordered at any time throughout the contract period.

Q8) Does the designated ship to address 1317 Hansford Street have a receiving dock for truck dock to dock shipping?

A8) Yes.

Q9) Is all forms delivered to the same 1317 Hansford Street address?

A9) Yes.

Q10) What is the purpose or need for the die-cut corner perforation at the top left corner of the form (after stub removal)? Is this particular die cut still needed to print and process this form now as it may not serve a purpose now if processed on newer equipment?

A10) The die-cut corner perforation is required to allow printing and processing on agency owned printing equipment.

Q11) What is the purpose of having of armed guard service present 24 hours per day 7 days a week requirement and what is the goal(s) you are wanting to achieve with this requirement?

A11) The purpose of arm guard service is to provide 24 hours security for the secure documents, and to make sure that in the event of a breach of the facility, an immediate response can be taken.

Q12) What recourse does a vendor have when pricing is requested based on estimated purchase volume instead of actual order quantities produced or shipped at a time? These are not stock off the shelf items of normally utilized by Open End Contracts. These are high valued specialty forms which are custom produced and the order, production and shipment size greatly influences the pricing.

Example: If estimated quantity is 800,000 and stated order quantities is 300,000 which pricing and shipping is based on then an actual order is for a 100,000 quantity is requested. The actual smaller order quantity has an effect on the production and shipping cost verses the perceived and stated order quantities provided by the DMV for pricing purposes. Does the DMV allow for pricing adjustment on the Purchase Order because smaller actual quantities are now requested verses what was projected or bid pricing was based on? Would the DMV increase the Purchase Order quantity to match the expected or projected order quantity size which the bid pricing was based and presented?

Example: If estimated quantity is 800,000 and all is produced and stored for future shipments and then the DMV wants to make a change to the form layout or configuration when only receiving part of the 800,000 produced. Does the DMV agree to accept all forms produced or wait to implement changes after produced quantities are exhausted?

A12) Any Vendor's recourse is included in Terms and Conditions document. However, WVDMV is seeking an open-end contract in which any quantity can be ordered at any time throughout the contract period.

Q13) Will the estimated purchase volume quantities be shipped and received in one shipment?

A13) No.

Q14) Is the estimated purchase volume for each item given to obtain the best price in a bid, however the actual order and shipping quantity will be smaller which will effect production and shipping cost?

A14) Estimated quantities are provided in this solicitation to provide a medium of comparison. WVDMV estimates the annual quantities to be indicated on the pricing sheet. However, actual quantities will vary, and typically range between 2,000 and 300,000 forms.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DMV1900000005

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.

RR Donnelley & Sons Co
Company

Michael J. Keen
Authorized Signature

01/30/19
Date

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



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 2019 Washington Street East
 Post Office Box 50130
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State of West Virginia
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BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

RR Donnelley & Sons Co Vendor NO. 000000178499
101 Cartiag Pt. STE 307
HARRISBURG, WV 25526
304-757-6673

FOR INFORMATION CONTACT THE BUYER

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

Signature X

Michael J. Ross

FEIN # *36-1004130*

DATE *01/30/19*

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

ADDITIONAL INFORMATION:

Addendum

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INVOICE TO		SHIP TO	
MANAGER		MANAGER	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
PURCHASING/ACCOUNTS PAYABLE		PURCHASING/ACCOUNTS PAYABLE	
1317 HANSFORD ST		1317 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cut Sheet Motor Vehicle Title	200.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 200,000.

(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER		MANAGER	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
PURCHASING/ACCOUNTS PAYABLE		PURCHASING/ACCOUNTS PAYABLE	
1317 HANSFORD ST		1317 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Continuous Feed Motor Vehicle Title	800.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 800,000.

(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Non-Repairable Title	5.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 5,000.

(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Secure Power of Attorney	75.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 75,000.

(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	TM-5 Dealer Reassignment	100.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 100,000.
 (The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON US	WW25301	MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON US	WW 25301

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Cut Sheet Motor Vehicle Registration	200.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 200,000.
 (The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON US	WW25301	MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON US	WW 25301

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Continuous Feed Motor Vehicle Registration	600.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 600,000.
 (The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

DMV1900000005	Document Phase Final	Document Description Addendum 1 - Secure Paper Printing	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 29 - Office Supplies

Proc Folder: 537739

Doc Description: Secure Paper Printing

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
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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:

RR Donnelley & Sons Co Vendor No. *00000178499*
101 Carriage Pt. STE 307
Hurricane, WV 25526

FOR INFORMATION CONTACT THE BUYER

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

Signature X *Michael G. Ross*

FEIN # *36-1004130*

DATE *01/30/19*

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

ADDITIONAL INFORMATION

Request for Quotation

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cut Sheet Motor Vehicle Title	200.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 200,000.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Continuous Feed Motor Vehicle Title	800.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 800,000.
(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Non-Repairable Title	5.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :
Enter unit price per 1000. Estimated quantity 5,000.
(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Secure Power of Attorney	75.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :
Enter unit price per 1000. Estimated quantity 75,000.
(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	TM-5 Dealer Reassignment	100.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 100,000.
(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Cut Sheet Motor Vehicle Registration	200.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 200,000.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Continuous Feed Motor Vehicle Registration	600.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Enter unit price per 1000. Estimated quantity 600,000.
(The estimated purchase volume for each item represents the approximate volume of anticipated purchases and is for evaluation purposes only.)

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 24, 2019 at 4:00 PM EST

Submit Questions to: Michelle Childers, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: michelle.l.childers@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Secure Paper Products WDMV
BUYER: Michelle Childers
SOLICITATION NO.: CRFQ DMV1900000005
BID OPENING DATE: January 31, 2019
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 31, 2019 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: Initial Contract Term: This Contract becomes effective on award _____ and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$2,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
-
-
-
-

Required Proof of Insurance, CRFQ DMV1900000005

Please see Proof of Insurance enclosed. Policy is in force through 07/01/19, at which time, we will send you Proof of Insurance when the Policy is renewed.

Thank you!

RR Donnelley & Sons Co



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2019

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 MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : N/A		N/A
INSURER C : Indemnity Insurance Company of North America		43575
INSURER D : ACE Fire Underwriters Insurance Company		20702
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CHI-009220552-01 **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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G7109778A	07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			ISA H25158118	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
							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	\$
								\$
C A D	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	N/A	WLR C64785059 (AOS) WLR C64785011 (CA, MA) SCF C64785096 (WI)	07/01/2018 07/01/2018 07/01/2018	07/01/2019 07/01/2019 07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

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

CERTIFICATE HOLDER CANCELLATION

West Virginia Division of Motor Vehicles ATTN: Steven Monroe 1317 Hansford St Charleston, WV 25301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/08/2018

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**REQUEST FOR QUOTATION
SECURE PAPER PRODUCTS WVDMV**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Motor Vehicles (WVDMV) to establish an open-end contract for the printing of Cut Sheet Titles, Continuous Feed Titles, Non-Repairable Titles, Secure Power of Attorney Forms, TM5 Dealer Reassignment Forms, Cut Sheet Registration Forms, and Continuous Feed Registration Forms. WVDMV is seeking a firm fixed price for all commodities under this solicitation. Order quantities are not guaranteed and will fluctuate.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.

 - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 "MOCR"** means Magnetic Optical Character Recognition.

 - 2.5 "OCR"** means Optical Character Recognition.

 - 2.6 "Linked Chain Design"** is the linked chain design watermark made in the paper during manufacturing that is visible when held up to the light.

 - 2.7 "UV"** means ultra violet.

 - 2.8 "CF"** means coated front paper.

 - 2.9 "CFB"** means coated front and back paper.

 - 2.10 "Watermark"** means a mark that is made in the paper during manufacturing that is visible when the document is held up to the light.

 - 2.11 "Drops Out"** means to eliminate halftone dot or fine lines by over exposure.

 - 2.12 "PMS222 Red"** is an industry standard, hue of 334.29 degrees, 64.62% saturation, and 25.49% lightness. Hex Code 6b173b

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- 2.13 “PMS 287 Blue”** is an industry standard, hue of 334.29 degrees, 64.62% saturation, and 29.41% lightness. Hex Code 003896.
- 2.14 “E-13B Font Numbers”** is a magnetic ink character recognition font based on the EB13B industry standard.
- 2.15 “Toner Anchorage”** is referred to as the adhesion between the ink and the document upon which it is printed.
- 2.16 “Security Thread”** means a color thread used in secure documents to protect against counterfeiting.
- 2.17 “Eagle Design”** is the eagle watermark made in the paper during manufacturing that is visible when held up to the light.
- 2.18 “Overt Fibers”** fibers which can be viewed only under a UV light. This combination of covert and overt security increases the difficulty in counterfeiting.
- 2.19 “Covert Fibers”** fibers which can be viewed only under a UV light. This combination of covert and overt security increases the difficulty in counterfeiting.
- 2.20 “Toner Retention”** This is a chemical treatment done at the paper mill to allow the printer toner to anchor itself to the paper.
- 2.21 “Marginal Words”** Word printed on each part of a multi-part form, generally printed in red ink and located at the top or bottom of the sheet. They are used for part to part designations, such as Original Copy, Duplicate Copy, and Triplicate Copy. They can also be used to make reference to the form they are printed on or to provide special instructions.
- 2.22 “Cylinder Mould Paper”** cylinder mould made paper is paper manufactured on a cylinder mould paper machine that will accept a three-dimensional multi-tonal watermark.

3. GENERAL REQUIREMENTS:

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

3.1.1 Specifications for Cut-Sheet West Virginia Certificate of Title Forms:

- 3.1.1.1 Size:** 8 ½” x 11”, 1 part, cut-sheet.

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- 3.1.1.2** Must be compatible with the Lexmark MS810dn laser printer currently used by WVDMV.
- 3.1.1.3** Should WVDMV replace the printers in the future Vendor forms must be compatible. Vendor must work with WVDMV to find a solution.
- 3.1.1.4** The following paper and printing specifications must be strictly adhered to:
 - 3.1.1.4.1 Paper Specifications:**
 - 3.1.1.4.1.1** Must be Portal's white 24lb. "cylinder mould paper", or equivalent
 - 3.1.1.4.1.1.1** Paper must contain a three-dimensional multi-tonal watermark in a continuous, standard "Eagle Design" pattern.
 - 3.1.1.4.1.2** Paper must contain a "Security Thread" of micro printed polyester embedded in paper that is continuously printed with security text and fluoresces blue/white under UV Light.
 - 3.1.1.4.1.3** Paper must be coated front and back with "toner anchorage" to enhance laser printing quality.
 - 3.1.1.4.1.4** Paper must have chemical sensitization in sheet that will exhibit marked chemical reaction (in the form of various stains) to thwart falsification of the document using chemical eradicators.
 - 3.1.1.4.1.4.1** Chemical sensitization must offer protection from those chemicals that are classified per the following families: polar solvents, a-polar solvents, acids, oxidizing agents, strong bases, and weak bases.
 - 3.1.1.4.1.5** Paper must have security fibers of visible blue and visible fluorescent yellow/green that can be seen under UV Light.
 - 3.1.1.4.2 Printing Specifications:**
 - 3.1.1.4.2.1** Form must have consecutive number in one position using heat-resistant, fluorescent red ink, and E-13B font numbers. See provided Exhibit B.

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3.1.1.4.2.1.1 No missing numbers allowed.

3.1.1.4.2.2 Pantograph on face and back of form must:

3.1.1.4.2.2.1 Pantograph must completely “drop out” when imaged on the West Virginia WVDMV’s optical imaging system scanners, Bell & Howell Copyscan 8000-Spectrum.

3.1.1.4.2.2.2 This feature must contain a disguised “VOID” in the pantograph if form is copied, and this feature and the pantograph must not be visible when scanned into the WVDMV’s VNX storage system or comparable system.

3.1.1.4.2.3 Form must contain a logo line or micro line of print in the first lien release section on the face of the form above “signature of person or officer”. When viewing this covert security feature, to the ‘naked’ eye the words appear as ruled line. However, when viewed under a magnifying glass, the words “West Virginia WVDMV” become visible.

3.1.1.4.2.4 The back of the form must contain a Safetybloc, or equivalent security feature in the odometer reading boxes to deter any erasures or alteration of data written in these boxes.

3.1.1.4.2.4.1 The Safetybloc, or equivalent feature, must have micro printing in gray ink reading “State of West Virginia” in a step and repeat pattern.

3.1.1.4.2.5 Vendor must provide a sample paper and compatible scanner pantograph for review by WVDMV personnel upon request.

3.1.1.4.3 **Packaging Requirements:**

3.1.1.4.3.1 Forms are to be packed 2,000 per carton.

3.1.1.4.3.2 No missing numbers, overage or shortage will be tolerated.

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3.1.1.4.3.3 Beginning and ending numbers must be listed on the outside of each carton.

3.1.1.4.3.4 Carton must be sealed with printed security tape to deter tampering with sealed cartons.

3.1.1.4.3.5 Full cartons must be capable of being stacked twelve (12) cartons high, without deformation of packaging.

3.1.2 Specifications for West Virginia Continuous Feed Certificate of Title Forms:

3.1.2.1 Size: 9 ½" x 11", 1-part continuous feed, ½" strip off margins left and right.

3.1.2.2 Must be compatible with IBM InfoPrint 4000 continuous feed printers currently used by WVDMV.

3.1.2.3 Should WVDMV replace the printers in the future Vendor forms must be compatible. Vendor must work with WVDMV to find a solution.

3.1.2.4 The following paper and printing specifications must be strictly adhered to:

3.1.2.4.1 Paper Specifications:

3.1.2.4.1.1 Paper must be Portal's white 24lb. cylinder mould paper, or equivalent.

3.1.2.4.1.1.1 Paper must contain a three-dimensional multi-tonal watermark in a continuous, standard "Eagle Design" pattern.

3.1.2.4.1.1.2 Paper must contain a "Security Thread" of micro printed polyester embedded in paper that is continuously printed with security text and fluoresces blue/white under UV Light.

3.1.2.4.1.1.3 Paper must be coated front and back with toner anchorage to enhance laser printing quality.

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3.1.2.4.1.2 Paper must have chemical sensitization that will exhibit marked chemical reaction (in the form of various stains) to thwart falsification of the document using chemical eradicators.

3.1.2.4.1.2.1 Chemical sensitization must offer protection from those chemicals that are classified per the following families: polar solvents, acids, oxidizing agents, strong bases, and weak bases.

3.1.2.4.1.3 Paper must contain security fibers of visible blue and visible fluorescent yellow/green that can be seen under UV Light.

3.1.2.4.2 Printing Specifications:

3.1.2.4.2.1 Form must have consecutive number in one position using heat-resistant, fluorescent red ink, and E-13B Font numbers. No missing numbers allowed. See provided Exhibit C.

3.1.2.4.2.2 Pantograph on the face of the form must:

3.1.2.4.2.2.1 Pantograph must completely “drop out” when imaged on the West Virginia WVDMV’s optical imaging system scanners, Bell & Howell Copyscan 8000-Spectrum.

3.1.2.4.2.2.2 This feature must contain a disguised “void” in the pantograph if form is copied, and this feature and the pantograph must not be visible when scanned into the WVDMV’s VNX storage system or comparable system.

3.1.2.4.2.3 Paper must contain a logo line or micro line of print in the first lien release section on the face of the form above “signature of person or officer”. When viewing this covert security feature, to the ‘naked’ eye the words appear as ruled line. However, when

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viewed under a magnifying glass, the words "West Virginia DMV" become visible.

3.1.2.4.2.4 The back of the form must contain a Safetybloc, or equivalent security feature in the odometer reading boxes to deter any erasures or alteration of data written in these boxes.

3.1.2.4.2.4.1 The Safetybloc, or equivalent feature, must have micro printing in gray ink reading "State of West Virginia" in a step and repeat pattern.

3.1.2.4.2.5 Vendor must provide a sample paper and compatible scanner pantograph for review by WVDMV personnel upon request.

3.1.2.4.3 Packaging Requirements:

3.1.2.4.3.1 Forms are to be packed 2,000 per carton.

3.1.2.4.3.2 No missing numbers, overage or shortage will be tolerated.

3.1.2.4.3.3 Beginning and ending numbers must be listed on the outside of each carton.

3.1.2.4.3.4 Carton must be sealed with printed security tape to deter tampering with sealed cartons.

3.1.2.4.3.5 Full cartons must be capable of being stacked twelve (12) cartons high, without deformation of packaging.

3.1.3 Specifications for West Virginia Non-Repairable Motor Vehicle/Boat Certificate:

3.1.3.1 Size: 9 ½" x 11", 1-part continuous feed, ½" strip off margins left and right.

3.1.3.2 Certificate must be compatible with IBM InfoPrint 4000 continuous feed printer currently used by the WVDMV.

3.1.3.3 Should WVDMV replace the printers in the future Vendor forms must be compatible. Vendor must work with WVDMV to find a solution.

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3.1.3.4 The following paper and printing specifications must be strictly adhered to.

3.1.3.4.1 Paper Specifications:

3.1.3.4.1.1 Must be Portal's white 24LB. cylinder mould paper, or equivalent.

3.1.3.4.1.1.1 Paper must contain a three-dimensional multi-tonal watermark in a continuous, standard "Eagle Design" pattern.

3.1.3.4.1.1.2 Paper must contain a "Security Thread" of micro printed polyester embedded in paper that is continuously printed with security text and fluoresces blue/white under UV Light.

3.1.3.4.1.1.3 Paper is also to be coated front and back with Toner Anchorage to enhance laser printing quality.

3.1.3.4.1.2 Paper must contain chemical sensitization that will exhibit marked chemical reaction (in the form of various stains) to thwart falsification of the document using chemical eradicators.

3.1.3.4.1.2.1 Chemical sensitization will provide protection from those chemicals that are classified per the following families: polar solvents, acids, oxidizing agents, strong bases, and weak bases.

3.1.3.4.1.3 Paper must have security fibers of visible blue and visible fluorescent yellow/green that can be seen under UV Light.

3.1.3.4.2 Printing Specifications:

3.1.3.4.2.1 Form must have consecutive number in one position using heat-resistant, fluorescent red ink, and E-13B font numbers. See provided Exhibit D.

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- 3.1.3.4.2.1.1** No missing numbers allowed.
- 3.1.3.4.2.2** Face ink is to be in PMS222 red and approved heat resistant inks. Backer ink and composition is to be a step and repeat diagonal pattern over the entire back of the document reading "Non-Repairable Motor Vehicle/Boat".
- 3.1.3.4.2.3** Pantograph on the face of the form must:
 - 3.1.3.4.2.3.1** Pantograph must completely "Drop Out" when imaged on WVDMV's optical imaging system scanners, Bell & Howell Copyscan 8000-Spectrum.
 - 3.1.3.4.2.3.2** Pantograph must contain a disguised "VOID" in the pantograph if form is copied, and this feature and the pantograph must not be visible when scanned into WVDMV's optical disk storage system.
 - 3.1.3.4.2.4** Vendor must provide a sample paper and compatible scanner pantograph for review by WVDMV personnel upon request.
- 3.1.3.4.3** **Packaging Requirements:**
 - 3.1.3.4.3.1** Forms are to be packed 2,000 per carton.
 - 3.1.3.4.3.2** No missing numbers, overage or shortage will be tolerated.
 - 3.1.3.4.3.3** Beginning and ending numbers must be listed on the outside of each carton.
 - 3.1.3.4.3.4** Carton must be sealed with printed security tape to deter tampering with sealed cartons.
 - 3.1.3.4.3.5** Full cartons must be capable of being stacked twelve (12) cartons high, without deformation of the packaging.

**REQUEST FOR QUOTATION
SECURE PAPER PRODUCTS WVDMV**

3.1.4 Specifications for West Virginia Secure Power of Attorney Forms

3.1.4.1 Size: 8 ½” x 11 5/8” of bound set construction, 5 parts carbon interleaved & carbonless construction in same set. See provided Exhibit E.

3.1.4.2 The following specifications must be strictly adhered to:

3.1.4.2.1 Part 1: White, 24lb. “Linked Chain Design” Watermark imbedded in the sheet.

3.1.4.2.2 Part 2: White, 24lb. “Linked Chain Design” Watermark imbedded in the sheet.

3.1.4.2.3 Part3: White, 19lb. Self-Contained Coated-Back.

3.1.4.2.4 Part 4: White, 14.5lb. CFB, Coated Front and Back.

3.1.4.2.5 Part 5: White, 13lb. CF, Coated Front Paper.

3.1.4.3 Additional Specifications

3.1.4.3.1 Form must contain a red ink clear through consecutive number on all parts.

3.1.4.3.1.1 No missing numbers allowed.

3.1.4.3.1.2 All printing is in PMS 287 Blue, with part 1 and 2 same copy, and parts 3, 4, and 5 same copy except “marginal words” on each part.

3.1.4.3.2 Parts 1 and 2 must contain a Security Pantograph with the word “VOID” hidden in the pantograph, becoming visible when the document is reproduced on a copier.

3.1.4.3.2.1 Paper must contain genuine watermark imbedded paper, and a warning band to not accept this document unless the watermark is visible when held to light to view must be printed on the document.

3.1.4.3.2.2 Paper must also have full chemical reactivity ensuring that any chemical alteration of the form will be immediately signaled by discoloration of the sheet when applied to either side of sheet.

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3.1.4.3.2.3 Paper must also have embedded “overt” and “covert” fibers that are impossible to reproduce on a copier. The covert fibers can only be viewed under UV light.

3.1.4.3.3 Forms are to be packed 500 per carton, poly wrapped 50 sets per package with beginning and ending numbers on each package and outer cartons.

3.1.4.3.3.1 Cartons must be sealed with printed security tape to deter any tampering with sealed cartons.

3.1.4.3.4 Full cartons must be capable of being stacked twelve (12) high, without deformation of the packaging.

3.1.4.3.5 Vendor must provide a sample paper and compatible scanner pantograph for review by WYDMV personnel upon request.

3.1.5 Specifications for West Virginia TM-5 Reassignment Supplements

3.1.5.1 Size: must be 8 ½” x 11” 1 part cut sheet.

3.1.5.2 Paper: must be 24lb. Security Paper. Paper must include the following feature: Watermark in paper, including Chemical Sensitivity, Toner Retention and Invisible Security fibers. See provided Exhibit F.

3.1.5.3 Other requirements: face inks must be 287 blue and black, with “VOID” Security Pantograph. No Backer printing.

3.1.5.4 Consecutive Numbering: Must be Penetrating Black to Red ink consecutive numbering and no missing numbers will be allowed.

3.1.5.5 Full cartons must be capable of being stacked twelve (12) high, without deformation of the packaging.

3.1.6 Specifications for Cut Sheet Registrations

3.1.6.1 Overall size: 8 ½” x 11”. See provided Exhibit G (Lines show Micro Perforation locations).

3.1.6.2 Paper: Long grain 32lb., White laser MOCR Ledger, 92 bright.

3.1.6.3 Perforations: 1, Partial parallel Micro Perforation, and 1 Full perpendicular (Right Angle) Micro perforation.

CRFQ DMV1900000005

Mandatory Manufacturing Security, Section 3.1.8

We've enclosed our Facility Security Statement, and we meet and exceed the mandatory requirement of having Armed Guard Service 24 hours per day, 7 days per week, as well as the other requirements in this section.

Thank you,

RR Donnelley & Sons Co.

Quakertown Plant
FACILITY SECURITY

1. Armed uniformed security officer is present in this facility 24 hours per day, 7 days per week. The security officers have two-way radio contact with members of supervision during the work week.
2. All plant exits are monitored by a uniformed security officer through a centralized alarm and video system.
3. Background clearances and fingerprinting are performed on all employees.
4. All waste is shredded in a secured area with restricted access and monitoring by surveillance cameras.
5. All printing plates are controlled and used plates are destroyed.
6. All quality control samples and docket materials are voided and retained in secure storage.
7. A TV surveillance system monitors the perimeter of the plant, parking areas, all exits, in addition to the manufacturing, secure paper storage and warehouse areas.
8. Motion sensors are strategically located and linked to the monitoring system.
9. All doors to the plant are locked with access only to authorized persons having a swipe card and a personal identification number. The security officers check ID badges to ensure facility security.
10. There are various levels of security within the facility, thus limiting and controlling access to the high security areas.
11. All employees wear color photo ID badges which include the coded security level to which they are allowed admittance.
12. All authorized persons working in, entering, or leaving the secured manufacturing area are monitored by the security officer.
13. All outside vending and contractor employees are strictly controlled and wear ID badges.
14. All visitors are restricted to authorized areas unless appropriate clearances are obtained for entering a restricted area.
15. The facility is monitored by an E.T.S. addressable point fire alarm system with horns, strobes, and water flow indicators. This system is monitored 24 hours a day, 7 days a week by the security officers.

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3.1.6.4 Must pack in carton of 2,500 forms per carton, in 5 poly wrapped inner packs of 500 forms per carton.

3.1.6.5 Full cartons must be capable of being stacked twelve (12) high, without deformation of the packaging.

3.1.7 Specifications for Continuous Feed Registration

3.1.7.1 Overall size: Fanfold Continuous 9.5" x 3". See provided Exhibit H (Lines show Perforation locations).

3.1.7.2 Paper: 32# White Laser MOCR Ledger with a minimum of 92 Brightness to ensure OCR Character Recognition.

3.1.7.3 Perforations: .5" Marginal Perforations, Left and Right, Full width Parallel Perforation, Partial Perpendicular (Right Angle) perforation 4" from right side of form.

3.1.7.4 Diecut Corner Perforation: One (1) Diecut corner perforation at the left top of form.

3.1.7.5 Must pack 4,800 forms per carton.

3.1.7.6 Full cartons must be capable of being stacked twelve (12) high, without deformation of the packaging.

3.1.8 Manufacturing Security

3.1.8.1 Vendor's Manufacturing facilities must be secured and have armed guard service present 24 hours per day, 7 days per week.

3.1.8.2 Photo film and plates are to be in a locked safe(s) in the pre-press area.

3.1.8.3 All unused plates are to be mutilated or destroyed and returned to WVDMV when contract is completed, or as directed by WVDMV.

3.1.8.4 All quality control samples and docket materials must be voided, logged and filed in a locked safe(s) and returned to WVDMV when contract is complete, or as directed by WVDMV.

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3.1.8.5 WVDMV personal or their assignees may, at any time during the contract, at their own expense, visit the vendor's manufacturing facility to confirm that security requirements are being met.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by entering the unit price per thousand and multiplying by the estimated quantity to provide an extended price. Bids will be evaluated based on Total Bid Amount. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within forty-five (45) calendar days after orders are received. Vendor shall deliver emergency orders within thirty (30) calendar day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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SECURE PAPER PRODUCTS WDMV**

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders if Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either plan for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to AGENCY Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
SECURE PAPER PRODUCTS WVDMV

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8 MISCELLANEOUS:

8.2 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.3 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.4 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.5 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: Michael J. Ross
Telephone Number: 304-757-6673
Fax Number: 304-757-6295
Email Address: Michael.Ross@rrd.com

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.

Michael J Ross Senior Account Representative
(Name, Title)
Michael J. Ross Senior Account Representative
(Printed Name and Title)
101 Carriage PT STE 307 Hurricane, WV 25526
(Address)
304-757-6673 Fax: 304-757-6295
(Phone Number) / (Fax Number)
Michael.Ross@rrd.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.

RR Donnelley & Sons Co
(Company)
Michael J. Ross Senior Account Representative
(Authorized Signature) (Representative Name, Title)
Michael J. Ross Senior Account Representative
(Printed Name and Title of Authorized Representative)
01/30/19
(Date)
304-757-6673 304-757-6295
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

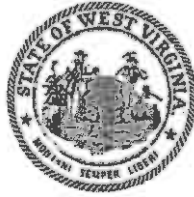
RR Donvelley & Sons Co
Company

Michael J. Ross
Authorized Signature

01/30/19
Date

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

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: RR Donnelley Sons CO Address: 35 W. Wacker DR
(CORP. Address)

Name of Authorized Agent: Michael J. Ross Address: 101 Carriage Pt STE 307 Hurricane WV 25526
(Local Address) Chicago, IL 60601

Contract Number: _____ Contract Description: Secure Paper Printing

Governmental agency awarding contract: WV State Purchasing / WV Division of Motor Vehicles

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

- 1. Subcontractors or other entities performing work or service under the Contract
 Check here if none, otherwise list entity/individual names below.
- 2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)
 Check here if none, otherwise list entity/individual names below. N/A (Public Company)
- 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: Michael J. Ross Date Signed: 01/30/19

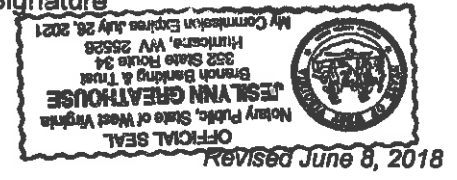
Notary Verification

State of West Virginia, County of Putnam

I, Michael J. Ross, 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 30th day of January, 2019.
Jevelyn Creathouse
Notary Public's Signature

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



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

"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 §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: RR Donnelly & Sons Co

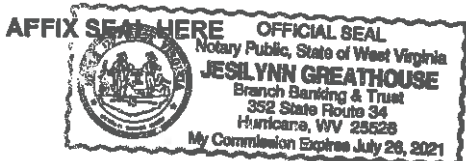
Authorized Signature: Michael J. Ross Date: 01/30/19

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 30th day of January, 2019.

My Commission expires July 26, 2021.



NOTARY PUBLIC

Jesilyn Greathouse
Purchasing Affidavit (Revised 01/19/2018)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: RR Donnelly & Sons Co

Signed: Michael J. Ross

Date: 01/30/19

Title: Senior Account Representative

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