



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

State of West Virginia
 Request for Quotation
 30 — Printing

Proc Folder: 574329

Doc Description: Addendum 1 Driver's License and Motor Vehicle Renewal Notice

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-05-01	2019-05-08 13:30:00	CRFQ 0802 DMV1900000007	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*

RECEIVED

2019 MAY -8 PM 1:05

WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

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

Signature X

Michael J. Ross

FEIN # *36-1004130*

DATE *05/07/19*

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

ADDITIONAL INFORMATION:

Addendum 1 issued for the following reasons:

1. To publish a copy of vendor questions with responses.
2. To modify the Exhibit A Pricing Page per Q.2./A.2.

No other changes

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	Driver's License Renewal Notice	372.00000	PM		

*SEE Exhibit A Cost Sheet
FOR ALL ITEMS*

Comm Code	Manufacturer	Specification	Model #
14111806			

Extended Description :

Driver's License Renewal Notices item 3.1.1.

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	Motor Vehicle Renewal Notice	1400.00000	PM		

Comm Code	Manufacturer	Specification	Model #
14111806			

Extended Description :

Motor Vehicle Renewal Notices item 3.1.2.

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	Composition/Data Processing Changes	40.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
81111504			

Extended Description :

Charges for hourly services relating to composition and/or data processing changes item 3.1.2.7.2

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	Destruction - Driver's License Renewal Notice	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80161508			

Extended Description :

Destruction of pre-printed forms 3.1.2.7.3

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	Destruction - Motor Vehicle Renewal Notice	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80161508			

Extended Description :

Destruction of pre-printed forms 3.1.2.7.3

DMV190000007	Document Phase Final	Document Description Addendum 1 Driver's License and Motor Vehicle Renewal Notice	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DMV1900000007
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 1 issued for the following reasons:

1. To publish a copy of vendor questions with responses.
2. To modify the Exhibit A Pricing Page per Q.2./A.2.

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

DMV 1900000007

Driver's License and Motor Vehicle Renewal Notices

Vendor Questions

- Q.1. Section 11 Liquidated Damages:** If files are late coming to Vendor from DMV or data is corrupted causing delay, it seems that it would not be the Vendor's error, allowing claim of Liquidated Damages. Is this correct?
- A.1.** It will not be presumed that delays are caused by the vendor. In the case DMV caused the delay, Liquidated Damages would not apply.
- Q.2. Sections 3.1.1.6.3 and 3.1.2.7.3** Pricing sheet has section for secure destruction of stock. If there is stock of litho on hand due to requested copy or programming changes by DMV, how are vendors to present charges for the actual cost of the pre-printed litho that vendor has on hand that is obsolete? The cost of litho for Drivers Licenses renewals and Motor Vehicle Renewals could be different. Please explain how we are to quote this item on pricing sheet. The actual cost of secure destruction per each, but would also have charges for the actual obsolete stock remaining.
- A.2.** The unit price of destruction must include the cost of litho (pre-printed stock) being destroyed. The cost sheet has been modified to include separate lines for Driver's License Renewal Notice Destruction and Motor Vehicle Registration Renewal Notice Destruction. The original estimated annual quantity of five thousand has been divided equally between these two lines.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DMV1900000007

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. Kane
Authorized Signature

05/07/19
Date

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

Revised 6/8/2012

**Exhibit A: Driver's License and Motor Vehicle Renewal Notices
Cost Sheet**

ITEM	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	Extended Price
3.1.1	Driver's License Renewal Notice	Per Thousand	\$ 122.40	372	\$ 45,532.80
3.1.2	Motor Vehicle Registration Renewal Notice	Per Thousand	\$ 153.80	1,400	\$ 215,320.00
3.1.2.7.2	Composition/Data Processing Changes	Hourly	\$ 135.00	40	\$ 5,400.00
3.1.2.7.3	Destruction Driver's License Renewal Notice	Each	\$ 0.09	2,500	\$ 225.00
3.1.2.7.3	Destruction Motor Vehicle Registration Renewal Notice	Each	\$ 0.06	2,500	\$ 150.00
				Grand Total	\$ 266,627.80



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

State of West Virginia
 Request for Quotation
 30 - Printing

Proc Folder: 574329

Doc Description: Driver's License and Motor Vehicle Renewal Notices

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-24	2019-05-08 13:30:00	CRFQ 0802 DMV1900000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

*RR Donnelley & Sons Co
 101 Carriage PT STE 307
 Hurricane, WV 25526
 304-757-6673*

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # *36-1004130*

DATE *05/07/19*

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

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Division of Motor Vehicles to establish an open-end contract for providing composition, and manufacturing of driver's license and vehicle renewals from concept through finished documents including mailing for the Division of Motor Vehicles per the attached specifications.

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	Driver's License Renewal	0.00000	PM		

*See Exhibit A Pricing/Cost Sheet
FOR ALL ITEMS*

Comm Code	Manufacturer	Specification	Model #
14111806			

Extended Description :
Driver's License Renewal Notices.

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	Motor Vehicle Renewal	0.00000	PM		

Comm Code	Manufacturer	Specification	Model #
14111806			

Extended Description :
Motor Vehicle Renewal Notices.

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
3	Composition/Data Processing Changes	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81111504			

Extended Description :
Charges for hourly services relating to composition and/or data processing changes.

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
4	Destruction	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80161508			

Extended Description :
Destruction of pre-printed forms.

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: May 1, 2019 at 10:00 AM EDT

Submit Questions to: Linda Harper, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.B.Harper@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: Driver's License and Motor Vehicle Renewal Notices
BUYER: Linda Harper
SOLICITATION NO.: CRFQ DMV1900000007
BID OPENING DATE: May 8, 2019
BID OPENING TIME: 1:30 PM EDT
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: May 8, 2019 at 1:30 PM EDT

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: 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 of 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 cancelation, 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: \$2,000,000.00 per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: \$5,000,000.00 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.

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:

\$85,000.00 for each month the vendor cannot produce and mail renewal notices.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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 01/24/2019

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
DRIVER'S LICENSE AND MOTOR VEHICLE REGISTRATION
RENEWAL NOTICES

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Division of Motor Vehicles to establish an open-end contract for providing composition, and manufacturing of driver's license and vehicle renewals from concept through finished documents including mailing for the Division of Motor Vehicles per the attached specifications.

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 "2-D PDF 417" means two-dimensional bar code that carries information both horizontally and vertically.
 - 2.2 "AAMVA" means American Association of Motor Vehicle Administration.
 - 2.3 "CDL" means Commercial Driver's License.
 - 2.4 "Contract Item" or "Contract Items" means the list of items identified in Section 3, and the pricing pages.
 - 2.5 "DPI" means Dots Per Inch.
 - 2.6 "OCR (Extended Font)" is an extended version of Optical Character Recognition Font.
 - 2.7 "OCR-A-Font" means Optical Character Recognition Font A.
 - 2.8 "PMS" means Pantone Matching System.
 - 2.9 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS and used to evaluate the Solicitation Responses, per Exhibit A.
 - 2.10 "SFTP" means Secure File Transfer Protocol.
 - 2.11 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.12 "USPS" means United States Postal Service.
 - 2.13 "USPS-CASS" means United States Postal Service, Coding Accuracy Support System.
 - 2.14 "WVDMV" means the WVDMV.

**REQUEST FOR QUOTATION
DRIVER'S LICENSE AND MOTOR VEHICLE REGISTRATION
RENEWAL NOTICES**

2.15 "WVDOT" means West Virginia Department of Transportation.

3. GENERAL REQUIREMENTS:

3.1 CONTRACT ITEMS AND MANDATORY REQUIREMENTS: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 DRIVER'S LICENSE RENEWAL NOTICE

**3.1.1.1 DRIVER'S LICENSE RENEWAL NOTICE FORMS
PACKAGE MAKEUP**

- 3.1.1.1.1** The Two Driver's License Renewal Forms are two separate mailers; one for CDL (See Exhibit B) and one for standard Class E (See Exhibit C) must consist of 28# white ledger paper and measure 8 ½ inches wide X 14 inches long.
- 3.1.1.1.2** Form must have a full width horizontal perforation of 3 ½ inches from the bottom.
- 3.1.1.1.3** Form will be folded 5 inches from the bottom and 5 ¼ inches from the top of the form to create the finished mail piece.
- 3.1.1.1.4** To prevent unintentional opening during mailing, any method may be used to seal the mailer, however, mailer must be sealed on all four sides.
- 3.1.1.1.5** Form must contain PMS534 (Blue to match CDL) on the front and back. PMS5747 (Green to match Class E) on the front and back. (Duplex).

**3.1.1.2 DRIVER'S LICENSE RENEWAL NOTICE FORMS
IMAGING**

- 3.1.1.2.1** Imaging must be in black toner at a minimum of 300 X 300 DPI, non-magnetic ink OCR extended font, size 12, laser quality and scannable by Unisys NDP500 Remittance processor, OCR Reader.
- 3.1.1.2.2** Imaging will be contained on both the front and back of the form (Duplex).

**REQUEST FOR QUOTATION
DRIVER'S LICENSE AND MOTOR VEHICLE REGISTRATION
RENEWAL NOTICES**

3.1.1.2.2 Imaging will be contained on both the front and back of the form (Duplex).

3.1.1.2.3 On a monthly basis, WVDMV will send a file of the driver's license records (CDL and Class E) to the vendor via SFTP for data processing and imaging purposes. A record layout of the files that will be used is attached (Exhibit D). The files will not be altered by the vendor unless approved by WVDMV. Data on the files will not be reproduced or sold for any purposes. Security of all information is a major component and all inventories of pre-printed and printed mailers/renewal cards will be maintained in a secure environment to alleviate any opportunity of fraud.

3.1.1.2.4 The vendor must supply evidence of back-up production facilities in at least one separate geographic location from the primary production facility with the same printing, data processing, imaging, and mailing capabilities as the primary production facility. Vendor must designate production facility and must notify WVDMV prior to any changes in the facility location.

3.1.1.3 DRIVER'S LICENSE RENEWAL NOTICE TESTING AND PROOFS

3.1.1.3.1 Vendor must provide each month within 10 days of receipt at least 3 data print proofs from each class and one class showing a motorcycle endorsement from the live production tape showing the successful reading of all live data fields. Data print proofs must be encrypted and emailed to a minimum of 2 email addresses, to be provided by WVDMV, after contract award.

3.1.1.3.2 Vendor must provide the following, within 5 working days of the monthly mailing: a proof with drafted perforation, fold, cut and bleed lines; any additional print registration marks; and locations of barcodes and glue spots on both sides of the forms prior to production. An encrypted e-mailed proof file is acceptable, provided no major changes in composition have been made since the last production print run. No changes shall be made without WVDMV approval.

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3.1.1.3.3 Vendor must have experience with high volume mailings of at least 100,000 pieces per month.

3.1.1.4 DRIVER'S LICENSE RENEWAL NOTICE PROCESSING

3.1.1.4.1 The Driver's License Form must be duplex variable imaged, folded, and sealed in a single production manufacturing process to assure 100% matching of the finished mail piece.

3.1.1.4.2 WVDMV representatives shall be permitted, by appointment, to visit the vendor's plant before or during the time the mail pieces are produced.

3.1.1.4.3 Vendor must have a quality control plan in place to guarantee 100% mail out.

3.1.1.4.4 All processing, including layout, design, data processing, lithograph printing, imaging, finishing, and mail sorting must be done in the same plant/facility location. WVDMV must be notified in advance of any changes in plant location.

3.1.1.4.5 If a mailing is not processed correctly and the problem is determined to be the fault of the vendor, the repeat mailing and postage will be the responsibility of the vendor.

3.1.1.4.6 Forty-eight hours prior to mailing, the vendor will provide a monthly report to WVDMV detailing number of records received, number of records printed, and number of records mailed. Number of records received, printed and mailed must be in agreement. Numbers must agree with the monthly invoice.

3.1.1.5 DRIVER'S LICENSE RENEWAL NOTICE DELIVERY AND MAILING

3.1.1.5.1 WVDMV will send a file of approximately 40,000 driver's license records on or before the fifth day of each month via SFTP.

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3.1.1.5.2 All regular Driver's License Renewals must be mailed by the last working day of the month, unless that day is a holiday, in which case the mailing will occur on the next to the last working day of the month.

3.1.1.5.3 The vendor must mail all Driver's License Renewals at the lowest possible postage rate. In order to ensure that the lowest possible postage rate is used, the vendor must be a licensed user of CASS Certified Sorting Software.

3.1.1.5.4 Vendor must utilize their own existing Permit Number and invoice WVDMV for the actual monthly postage costs.

**3.1.1.6 DRIVER'S LICENSE RENEWAL NOTICE CHANGES TO
COMPOSITION AND/OR IMAGING**

3.1.1.6.1 Any changes must be in writing and mutually agreed on by the vendor and WVDMV.

3.1.1.6.2 WVDMV will provide files of any composition changes to the renewal mailer (Initial prints in PMS 5351, PMS 5747). Changes requested by WVDMV to the composition will be reimbursed at an hourly rate. Changes to data processing (imaging changes to record layout or changes to data processing) will be reimbursed at an hourly rate. Both of these changes are considered a one-time charge for each change made and are to be charged as a separate line item on the invoice.

3.1.1.6.3 Any changes to the Driver's License Renewal form requested by WVDMV that result in the destruction of existing inventories of stock will be reimbursed by WVDMV. In the event stock destruction is required, WVDMV will only reimburse the vendor for up to a three months' supply of stock.

3.1.2 MOTOR VEHICLE REGISTRATON RENEWAL NOTICE

**3.1.2.1 MOTOR VEHICLE REGISTRATION RENEWAL NOTICE
FORMS PACKAGE MAKE UP**

**REQUEST FOR QUOTATION
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- 3.1.2.1.1** The Vehicle Registration Renewal Notice (Exhibit E) shall be inserted by the vender into a 6-inch by 10-inch window envelope (Exhibit F).
- 3.1.2.1.2** The registration renewal notice (Exhibit E) shall be 11 inches long and 9 inches wide and shall be a two-part form shall be printed on 32# white ledger paper with two perforations. One perforation will be horizontal, three (3) inches from the bottom. The second perforation will be vertical, 3.5 inches from the left edge, starting at the horizontal perforation and going down to the bottom of the application. The registration renewal card must detach from the rest of the form at the perforations for retention by the motor vehicle owner.
- 3.1.2.1.3** Information above the three (3) inch perforation will be static for each monthly run with the exception of the name and address. Any changes to the above information except the required personal property tax receipt dates will be authorized by written notification by WVDMV.
- 3.1.2.1.4** The vendor must update the personal property tax information, per Exhibit E, printed on the renewal notice in April and November. Printing will be contained on both the front and back of the entire registration renewal notice (duplex).
- 3.1.2.1.5** Vendor must reproduce each registration renewal card according to the attached file layout (Exhibit H). The name of the vehicle owner must appear on one line.
- 3.1.2.1.6** Renewal package must contain a business reply envelope (Exhibit G) that will hold the 3-inch by 9-inch registration card without folding the card from Exhibit E. The business reply envelope must contain a blue stripe that is 2 inches long and ¼ inch high on both sides of the envelope and be located in the top-center of the envelope.
- 3.1.2.1.7** WVDMV reserves the right to change the forms design and or colors.

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**3.1.2.2 MOTOR VEHICLE REGISTRATION RENEWAL NOTICE
BAR CODE**

- 3.1.2.2.1** A 2-D PDF 417 barcode must be placed on the back of the registration renewal notice in an area one inch from the bottom of the card.
- 3.1.2.2.2** The barcode must comply with “Bar Code Data Encoding Requirements – AAMVA International Specifications – Motor Vehicle Documents”, including the data elements listed in Annex B, “Registration Documents” (Exhibit I). AAMVA specifications for vehicle registration bar code can be located on the AAMVA web-site at www.aamva.org.

**3.1.2.3 MOTOR VEHICLE REGISTRATION RENEWAL NOTICE
FORMS IMAGING**

- 3.1.2.3.1** Imaging must be in black toner (minimum 300 x 300 DPI), non –magnetic ink, and laser quality and scannable.
- 3.1.2.3.2** Imaging will be contained on both the front and back of the entire registration renewal notice (duplex).
- 3.1.2.3.3** On a monthly basis, WVDMV will send a file of approximately 100,000 to 120,000 records to the vendor via SFTP for data processing and imaging purposes. The file may not be altered unless approved by WVDMV. Data on the file will not be reproduced or sold for any purpose. Security of all information is a major component and all inventories of pre-printed and printed mailers/registration cards must be maintained in a secure environment to alleviate any opportunity for fraud.
- 3.1.2.3.4** WVDMV will provide live production files on or before the seventh day of the month. The exception will be for the miscellaneous renewals and there will be two additional files for a total of three for the month of May.
- 3.1.2.3.5** Vendor must be able to image OCR-A font with a read rate equal to, or greater than 99.5%. Scan line must be

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readable on a Unisys NDP500 Remittance processor,
OCR Reader.

- 3.1.2.3.6** Vendor must supply evidence of back up production facilities in at least one separate geographic location from the primary production facility with the same printing, data processing, imaging and mailing capabilities as the primary production facility.

**3.1.2.4 MOTOR VEHICLE REGISTRATION RENEWAL NOTICE
TESTING AND PROOFS**

- 3.1.2.4.1** Vendor must provide a print proof of both sides of the form prior to live production. No change will be made without DMV approval.
- 3.1.2.4.2** Vendor must provide at least one data print proof of each monthly form, each registration class and one proof from each class containing two-year registration. Data print proofs must be encrypted and emailed to a minimum of 2 email addresses, to be provided by WVDMV, after contract award.
- 3.1.2.4.3** When any changes to the composition of the vehicle renewal occur, the vendor must provide an electronic production sample via encrypted email to a minimum of 2 email addresses, no later than the 15th of the month. If any composition change affects the scan line the vendor must provide at least 50 live production samples containing the scan line for reading on WVDMV designated scanning equipment. Prior to the initial mailing the vendor will provide 250 live production cards containing the scan line to be read on WVDMV scanning equipment.
- 3.1.2.4.4** Vendor must have experience with high volume mailings of at least 100,000 pieces per month.
- 3.1.2.4.5** Any changes to the composition and/or design must be approved by WVDMV.

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**3.1.2.5 MOTOR VEHICLE REGISTRATION RENEWAL NOTICE
PROCESSING**

- 3.1.2.5.1** DMV representatives shall be permitted, by appointment, to visit the vendor's plant/facility before or during the time the mail pieces are produced.
- 3.1.2.5.2** Vendor must have a quality control plan in place to guarantee 100% mail out.
- 3.1.2.5.3** All processing, including layout, design, data processing, lithograph printing, imaging, finishing and mail sorting, must be done in the same plant/facility location. It will be acceptable for the vendor to purchase printed supplies from a subcontractor which will include envelopes and blank stock. WVDMV must be notified in advance of any changes in plant location.
- 3.1.2.5.4** The vendor will provide to the DMV after the monthly mailing a report detailing the number of records received, number of records printed, and number of records mailed. Number of records received, printed and mailed must be in agreement. Numbers must also agree with the monthly invoice.
- 3.1.2.5.5** If a mailing is not processed correctly and the problem is determined to be the fault of the vendor, the repeat mailing and postage will be the responsibility of the vendor.

**3.1.2.6 MOTOR VEHICLE REGISTRATION RENEWAL NOTICE
DELIVERY AND MAILING**

- 3.1.2.6.1** All monthly renewals will be mailed by the last working day of the month, unless that day is a holiday in which case the mailing will occur on the next to the last day of the month. **EXAMPLE:** If the renewal is for the month of March, the mailing would have to be mailed out to the customer at the end of January. This allows the customer nearly a month to process their renewal with the DMV.

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3.1.2.6.2 In order to ensure that the lowest possible postage rate is used, the vendor must be a licensed user of CASS Certified Sorting Software.

3.1.2.6.3 Vendor must utilize their own existing Permit Number and invoice WVDMV for the actual monthly postage costs.

**3.1.2.7 MOTOR VEHICLE REGISTRATION RENEWAL NOTICE
CHANGES TO COMPOSITION AND/OR IMAGING**

3.1.2.7.1 WVDMV periodically changes the design of artwork on the envelope in addition to the motor vehicle renewal notice. Any changes to the above specifications must be in writing and mutually agreed on by the vendor and WVDMV.

3.1.2.7.2 Changes requested by WVDMV to the composition will be reimbursed at an hourly rate. Changes to data processing (imaging changes to record layout or changes to data processing) will be reimbursed at an hourly rate. Both of these changes are considered a one-time charge for each change made and are to be charged as a separate line item on the invoice.

3.1.2.7.3 Any changes to the motor vehicle renewal notice requested by WVDMV that results in the destruction of existing inventories of stock will be reimbursed. In the event stock destruction is required, WVDMV will only pay for up to three months' supply of stock.

3.1.3 PROJECT MANAGEMENT

3.1.3.1 The vendor must assign a full-time project manager in the production facility to handle all aspects of the project on a daily basis. Vendor must provide a detailed explanation of a project management structure along with the bid.

3.1.3.2 Vendor must be able to print, assemble and mail renewal notices beginning August 1, 2019.

3.1.3.3 DMV shall be notified immediately if there are any changes to project personnel or changes to project management structure.

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3.1.3.4 The vendor must certify that data received and processed during the performance of this agreement will be completely purged from all data storage components of the Vendor's computer facility, and no output will be retained by the vendor following 120 days of receiving a monthly file and/or upon termination of this agreement.

3.1.3.5 If immediate purging of all data storage components is not possible, the vendor certifies that any state and/or federal data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Any spoilage or any intermediate hard copy printout that may result during the processing of data must be destroyed. The vendor will provide DMV with a statement containing the date of destruction, description of material destroyed, and the method used.

3.1.3.6 The vendor must sign the Personally Identifiable Information (PII) Agreement, per Exhibit J.

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 inserting the unit price in the unit price column, multiplying by the estimated annual quantity to achieve the extended price, then add the extended price column to achieve the grand total. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

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5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. 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 please refer to specifications working days after orders are received. Vendor shall deliver emergency orders within please refer to specifications working 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.
- 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 provided that 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 make arrangements 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.

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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.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

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

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Michael J. Ross
Telephone Number: 304-757-6673
Fax Number: 304-757-6295
Email Address: Michael.Ross@vrd.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, Account Manager
(Name, Title)
Michael J. Ross, Account Manager
(Printed Name and Title)
101 Carriage Pt STE 307 Hurricane, WV 25526
(Address)
304-757-6673 / 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 Account Manager
(Authorized Signature) (Representative Name, Title)
Michael J. Ross Account Manager
(Printed Name and Title of Authorized Representative)
05/07/19
(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 Donnelly & Sons, Co

Company

Michael J. Ross

Authorized Signature

05/07/19

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: DRIVERS LICENSE & MOTOR VEHICLE RENEWAL NOTICE

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: 05/07/19

Notary Verification

State of West Virginia, County of Kanawha:

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 7 day of May.

Mary Beth A.
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 exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: RR Donnelly & Sons Co

Authorized Signature: Michael P. Ross Date: 05/07/19

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 7 day of May, 2019.

My Commission expires 3/25, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC Mary Beth Atkins
Purchasing Affidavit (Revised 01/19/2018)

Required Insurance Certificates
CRFQ DMV190000007

Please see required Evidence of Insurance Certificates that are in force currently. They are renewed annually, and the renewed certificates will be sent to State of WV at that time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2019

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 : N/A		N/A
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CHI-008987893-05 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X 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	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RRDannelley
State of West Virginia is included as Additional Insured where required by written contract.

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/07/2019

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PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED R R Donnelley & Sons Company 35 West Wacker Drive, 36th Floor Chicago IL 60601 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Illinois National Insurance Co		23817
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570076185941 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-PL-Primary			011373603 SIR applies per policy terms & conditions	02/01/2019	02/01/2020	Prof Liability \$5,000,000 SIR \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: RR Donnelley
 Network/Cyber and Privacy Risks are included in the above coverage.

CERTIFICATE HOLDER WV Division of Motor Vehicles 1317 Hansford St. Charleston WV 25301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	--

Certificate No : 570076185941



Exhibit J
PII Acknowledgement

The Vendor understands that this Agreement requires access to Personally Identifiable Information or PII found within the WVDMV's records. Personally Identifiable Information includes any information that can identify a person, including, but not limited to the name, address, social security number, driver's license number, date of birth, photograph, computerized image, telephone number, medical information or disability information of any person or organization found in DMV records.

The Vendor understands that any PII obtained from the WVDMV's records is subject to the federal Driver Privacy Protection Act and the West Virginia Uniform Records Disclosure Act, hereinafter WVURDA found at West Virginia Code §17A-2A- 1, et seq. A copy of the WVURDA is attached and made a part of this Agreement.

The Vendor and its ' employees, agents, contractors, subcontractors, assigns and heirs agree to read the WVURDA, and all personnel who will have access to the WVDMV's records must sign a Confidentiality Agreement prior to access to PII found within the WVDMV' s records. Failure to comply with this provision may affect deadlines required by the Vendor. The Vendor agrees that failure to submit Confidentiality Agreements from all Vendor users of the WVDMV's records constitutes a breach of the Agreement and the WVDMV may terminate the Agreement without consequence to WVDMV on that basis. To complete the Confidentiality Agreement, the Division's Privacy Program must be reviewed by each user. Copies of the Division's Privacy Policy and the Confidentiality Agreement are attached and are made part of this Agreement.

The Vendor hereby agrees that it will only access PII as required to perform its duties under the Agreement. The Vendor understands that it is required to secure the PII that it accesses as part of this Agreement and to ensure that it is not accessed by unauthorized individuals or released to any other persons, companies or entities.

The Vendor agrees to keep all personal and non-personal information accessed from testing applicants and WVDMV confidential and protected from intentional and unintentional disclosure.

The Vendor acknowledges that authorized access or transactions provide no right to possession or ownership by the Vendor to the WVDMV's data records or to the records of the testing applicants at any time.

The Vendor shall not access or retain any data submitted by testing applicants or by the WVDMV for any reason other than the information that it is required to retain under this Agreement in its transaction logs.

The Vendor will ensure that it does not aggregate information or create any databases to information which it has access, including WVDMV' s data and data submitted by testing applicants for the purposes of building comprehensive data records or for any other purpose.

The Vendor will take all reasonable precautions to protect against unauthorized access or release of WVDMV data records confidential records or confidential information in its custody.

The Vendor will follow the notification requirement if it discovers that information or services provided under this Agreement have been disclosed or are being used in violation of the federal Driver Privacy Protection Act, the West Virginia Records Disclosure Act, the federal Privacy Act of 1974 or any other state or federal laws. **The Vendor shall also immediately notify the WVDMV within 24 hours by telephone at 304.558.2723 and by facsimile machine at 304.558.1987 as well as the West Virginia Office of Technology at 304.558.9966 or 877.558.9966 and the Social Security Administration within 24 hours at 1-877-697-4889.** The Vendor understands that failure to comply with the Privacy Policies and procedures may subject her/him to criminal prosecution, termination of the Agreement and civil liabilities **if it discovers or if WVDMV discovers that personal information provided under the Agreement has been disclosed or is being used in violation of the Agreement, or state or federal laws.**

AGREED:

Printed Name *Michael J. Ross*
Signature *Michael J. Ross*

Title *Account Manager*
Date *05/07/19*

Project Management, Quality Controls, and Disaster Recovery

We are the incumbent vendor providing all of the items in this Solicitation. We have a Project Manager in place that handles all aspects of the production and mailing in our Logan, UT Facility. Details of our Quality Controls in place are enclosed.

The Project Manager already in place for the WV DMV is:

Mr. Brent Jeppesen, Project Manager
603 West 1000 North
Logan, UT 84321
(435) 755-4000
Brent.jeppesen@rrd.com

RR DONNELLEY

Summary of Logan's quality controls.

Pre Production Review

Quality controls are designed into the project from the initial development stages. Before a project is accepted by the facility it is reviewed in an Incoming Business Review Committee (IBRC) meeting/ The IBRC consists of department managers and supervisors for all areas of the facility including programming, project management and production. The project is reviewed to insure the facility has the capabilities to meet the customer expectations. The IBRC reviews the design of the document, volumes and SLA requirements. Suggestions to improve manufacturability, quality and efficiency are discussed. Quality requirements and potential issues are discussed and all information is documented in an IBRC database.

Quality Controls Designed into the Project

Once the project is approved, the project management group holds a kick off meeting with the development team to discuss the final project specifications. Development timelines and requirements are discussed. All projects are required to have quality elements programmed into the project. At a minimum these quality elements include a control line, barcode, quality records, and production reports.

Control Line

The control line consists of a unique package number, postal weight, postage cost, postal sort information, job number, unique sheet sequence number and inserts codes. Other information can be appended to the control line. This main control line is printed above the address for each package. Once the package is inserted this control line will be visible through the envelope window. A secondary control line with the package number, job number and sequence number is printed in the margin on each sheet of the package.

Barcode

A 3 of 9 or 2 D barcode is printed on each sheet of a mechanically inserted document. This barcode provides sequence and package integrity at the inserter. The 3 of 9 is one of the most accurate and secure barcodes. Any page out of order, duplicated or missing will be detected. The barcode also allows for selectable inserting.

Quality Records

Quality records are embedded into the production run to provide ongoing quality verification without damaging or compromising live documents. Quality documents are placed at the beginning of each job and usually placed every 500th document in a production run. This can be adjusted to match the size of the project. The quality records are checked for multiple quality criteria and then maintained as a record in the event any questions arise after the job has mailed.

Production Reports

Production reports provide operations with detailed information regarding package counts, sheet counts, batching groups and postal information.

Testing

Once development is completed a series of tests are conducted. Testing includes: unit testing for each segment of the program; full program/ volume testing; and, a full production test. Parallel testing may be conducted if the client requests. Once a project has been approved it is migrated to a secure production environment

Live Production Quality and Integrity Process

During live production our verification process begins with the receipt of data. Once the data is received the record count is reconciled with header or trailer records sent with the data. Only if these match do we continue processing. Once the initial verification is complete, we assign the unique package number to each mail piece and the unique sheet number to each sheet in the run. The inserting barcode is added and production reports created. The human readable control line is placed above the address on the first page of the statement and on the margin on all other sheets.

Once the job has completed processing a manufacturing instruction book called EPIC is send to the manufacturing floor with the production reports. The imaging area sets up the equipment according to the EPIC instructions, loads the files and prints the quality document. A quality checklist is completed to verify all aspects of the document including: correct components, orientation, print quality, correct data file, alignments, and readability of MICR, OCR and barcodes. Once the operator has completed the checklist a supervisor must verify and sign-off on the setup before live production can begin. During the production run the intermittent quality documents are verified to insure ongoing quality. At the end of the production run the production reports are used to verify package and sheet counts to machine counters. Only after the job and production reports are matched 100% is the job released from imaging.

The Inserting area sets up the equipment according to the EPIC instructions, loads the documents and inserts the quality document. A quality checklist is completed to verify all aspects of the insertion process including: correct components, orientation, fold, alignment in the envelope, postal attributes and selectable or fixed inserts. Once the operator has completed the checklist a supervisor must verify and sign-off on the setup

before live production can begin. During the production run the intermittent quality documents are verified to insure ongoing quality.

As the statements are inserted the inserter reads the barcode and insures that each page is verified to be present and in the correct order. Any missing pages or out of sequence pages will divert or stop the machine with an error code. In addition to the barcode, our inserters have two separate counters at the end of the machine. One counter is reconciled by the first operator at intervals throughout their shift and at the end of the job. The operator enters the beginning meter count in their time sheet and the beginning control number. At the end of the job the meter count and ending control number is entered. The timesheet program calculates the meter and control number change to verify all pieces were counted and verified. If the numbers do not match, the operator cannot close their timesheet. The operator assistant also has a separate meter. This meter is checked every hundred documents to insure all packages are verified. As with the main operator, they cannot close their time sheet until all packages are verified. At the end of the production run the production reports are used to verify package and sheet counts to machine counters. Only after the job and production reports are matched 100% is the job released.

A final verification is conducted by the mail/ shipping group. All documents that are mailed, shipped, pulled, or other special handling are reconciled. The job is again verified to the production reports to insure all batches and groups are counted and verified.

RR Donnelley BCS' Disaster Recovery Plan Summary

RR Donnelley is a worldwide organization. We have many different offerings as related to the specific business unit and those unit's operations. These are negotiated on an individual basis for customers as their needs require and dependent on the specific offering in service.

Within each data processing data center (Downers Grove and Elk Grove Village) we have communication and production processing server clusters to ensure continuity of production processing in the event of a hardware or equipment failure. In the event of a failover to the secondary server within a cluster, the host names and IP addresses used on the primary servers are configured to automatically failover from the primary node of the cluster to the corresponding failover node within the cluster. No changes are required by the external customer or the applications to process on the failover servers.

In the event of a disaster/catastrophic outage to the Downers Grove (primary) data center facility, production processing would then resume at the Elk Grove Village data center based on pre-established disaster recovery procedures and objectives which are activated at the time RR Donnelley declares a disaster/catastrophic outage at the primary site.

RR Donnelley, BCS, maintains disaster recovery plans for both our manufacturing facilities and our information systems centers. These plans allow us to meet production schedules and provide service in the event that a given location can no longer effectively operate.

With regard to BCS production, RR Donnelley's six nationwide manufacturing operations are well equipped to handle a quick and efficient recovery in the event of a disaster. Our Disaster Recovery Plan ensures that data processing and production will continue to function in case a disaster, natural or otherwise, would prevent processing at the principle site. Our disaster recovery plan and production locations offer:

- Multiple points of redundancy with regard to imaging and inserting technology
- The ability to transfer work to another production site if the primary site suffers a disaster
- Contracted hot site services available through approved third party providers
- Automatic backup and off-site storage of programming files
- Strict security to prevent unauthorized access to any client data/system processing
- Comprehensive equipment maintenance agreements for urgent repair needs

Specifically, our Disaster Recovery Plan consists of a description of the disaster recovery process and the related phases including the disaster alert process, damage assessment, declaration, disaster recovery management and communications, provisions for alternate site personnel, and home site restoration. Customers are encouraged to have direct involvement in the disaster recovery planning process from beginning to end. Because of the significant diversity in the product offerings to the RR Donnelley, BCS, customers and the logistics as related to the materials and equipment required, as well as the unique nature of each customer's requirements, we recommend each customer to have individualized DR/BC (Disaster Recovery / Business Continuance) plans and testing requirements created as an addendum to their SOW or a specific detailed component of the overall contract. These are then tested as agreed upon. These vary depending on the nature and severity of the declared disaster or incident and the specific production requirements agreed upon.

BCS will work to identify an appropriate disaster recovery model to follow according to the degree and severity of interruption. Based on the recovery model, Project Management would follow specific escalation procedures as documented within the Statement of Work and/or contract. Recovery models include:

DR1 Essential Access – RR Donnelley will make all reasonable efforts to resume production of impacted document applications including production on unaffected assets at the primary manufacturing facility, or recovery production at another BCS facility. Programming portability is ensured within this solution and tested at a minimum frequency of once per year.

DR2 Affirmative Access – This recovery solution leverages the resources of an alternate BCS production facility to recover the customer's document applications in the event of a disaster at

the primary location. By accessing our multi-site network, business continuity capacity can be transferred to other manufacturing locations as required. Complete system portability is ensured within this solution and tested at a minimum frequency of once per year.

DR3 Assured Access – In the event of a disaster at the BCS facility of manufacture, production will be transferred to our business continuity solution partner, Mail-Gard. This solution includes guaranteed capacity and complete system testing.

BCS is committed to managing service interruptions with resolutions made as quickly as possible. In unique circumstances where capabilities are not duplicated between facilities, we would temporarily outsource production until replacement equipment was installed.

Because the core DR/BC plans rely on a live production, sister hot site, and production operations are moved between sites on a regular basis, we consider this to validate our DR/BC processes. For testing and individual customer validation of DR/BC we ask each customer to have individual DR/BC plans and testing requirements created so we can test as agreed upon in the requirements. RR Donnelley regards disaster recovery testing as an ongoing process. In fact, the daily movement of workloads between our primary sites validates the operational functions of our recovery program. In addition to testing of real-time and actual production operations, we conduct detailed specifications testing. Because each disaster recovery plan is based on a specific customer's requirements and expectations, tests are also conducted as defined in that customer's SOW or MSA.