



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

Request for Quotation

RFQ NUMBER
 CHP90025

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY

PROPERTY

New Address HERE
 Kanawha Health Corporation
 Clinch Community Park
 2251 Swansboro Drive
 Clinch, WV 26025

SHIP TO

WEST VIRGINIA CHILDRENS HEALTH
 INSURANCE PROGRAM
 SUITE 209
 1018 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25301 304-558-6655

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/09/2009				

BID OPENING DATE: 04/07/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50		
				PRINTING VARIOUS BOOKLETS/ITEMS	SEE PAGES 9 & 10	
				REQUEST FOR QUOTATION (RFQ)		
				OPEN END CONTRACT		
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA CHILDREN'S HEALTH INSURANCE PROGRAM, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE PRINTING AND ASSOCIATED BULK MAILING OF VARIOUS BOOKLETS/ITEMS PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/23/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON</p>						

RECEIVED
 2009 APR -3 AM 10:08
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Krista Ferrell</i>	TELEPHONE 734 899-4274	DATE 3/30/09	
TITLE Account Manager	FED 25-126-0030	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications. Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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VENDOR

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 1018 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
03/09/2009						
BID OPENING DATE: 04/07/2009		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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LINE	QUANTITY	UOF	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 10						
REQUISITION NO.: CHP90025						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 ..✓.....						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 724 899-4374	DATE 3/30/09
TITLE Account Manager	FEIN 25-126-0030	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SIGNATURE  COMPANY Knepper Press Corp. DATE 3/30/09						
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: KRISTA FERRELL-FILE 21						
RFQ. NO.: CHP90025						
BID OPENING DATE: 04/07/2009						

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03/09/2009				

BID OPENING DATE: 04/07/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				05-126-0030		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Michael Crump				734 899-4274		
				Fax # 734 899-1331		
***** THIS IS THE END OF RFQ CHP90025 ***** TOTAL:						see page 9-10

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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RFQ#: CHP90025
Specifications

To provide printing and associated bulk mailing services to the agency

Mandatory Qualifications

The vendor must meet the following specifications:

- 1.) Have a minimum of five (5) years experience in high volume printing and mailing.
- 2.) Possess equipment and staffing capable of producing the documents as described on the attached specification sheet and processing the bulk mailings for the greatest possible discount per USPS regulations.

Vendor must be able to provide documentation/proof of qualifications upon the request of the agency. Ie. references, past printing jobs of similar size and scope, etc.

Scope of work

The vendor must:

- 1.) Provide physical hard copy proof for agency's approval. No PDF/email proofs will be accepted.
- 2.) Provide mailing and delivery to appropriate location within 20 days from receipt of Purchase Order.
- 3.) Provide reprints if requested by the agency without an additional set-up charge.
- 4.) Take bulk mailing to the Post Office. Materials must be packaged and sealed per USPS regulations for bulk mailing.

General Information

- 1.) Mailing list will be provided by the agency for the bulk mailing using the agency bulk mailing permit number.

2.) Subcontracting is not permitted.

3.) Liquidated damages for failure to provide delivery according to the specifications. Liquidated damages are \$100.00 per day. Vendors will not be penalized for delays caused by the agency.

4.) Print over-runs will be accepted, but WV CHIP will not reimburse for any over-runs.

Costs:

1.) All quotes must include shipping and postage charges where applicable.

2.) Vendors are asked to complete the attached cost sheets in lieu of submitting separate quotes.

New Address
 Kampar Firm Corporation
 Clinton Corporate Park
 2700 Gateway Drive
 Clinton, TN 37026

WV CHIP : Specification Sheet : CHP90023

OPTION 1		Unit Price	Total
DESCRIPTION: 75 approximately page booklet (Summary Plan Descriptions)			
SELF COVER 8 1/2" X 11"			
PAPER IS 50% OFFSET PRINTED ON BOTH SIDES			
SADDLE STITCHED WITH TABS - PER USPS REGULATIONS			
COVER 4/4 FULL COLOR AND INSIDE PAGES 2/2 COLOR			
PANTONE WITH CMYK + SPOT - GRAPHICS, PHOTOS AND TEXT			
RUBBER BAND IN BUNDLES OF 25			
OPTION 1A: COST FOR ADDITION OF 4 INSIDE PAGES		0.00	0.00
OPTION 1B: COST FOR ADDITION OF 8 INSIDE PAGES		0.00	0.00
OPTION 1C: COST FOR ADDITION OF 12 INSIDE PAGES		0.00	0.00
QUANTITIES: #1	26,000	14.95	389,700
#2	28,000	16.40	461,120
#3	30,000	17.93	537,900
ONE TIME SHIP TO AGENCY/CALL CENTER (included in the above quantities)	9,000	0.50	4,500
ONE TIME SHIP TO AGENCY (included in the above quantities)	300	0.50	150
ESTIMATED BULK MAILING COUNT (WILL INCLUDE AGENCY BULK MAILING PERMIT #)			
TARGET DATE FOR DELIVERY TO POST OFFICE IS JULY 1ST 2009. AGENCY BULK MAILING PERMIT IS FUNDED BY THE AGENCY			
	17,000		

OPTION 2		Unit Price	Total
DESCRIPTION: 68 approximately page booklet (Provider Guides)			
SELF COVER 8 1/2" X 11"			
PAPER IS 50% OFFSET PRINTED ON BOTH SIDES			
SADDLE STITCHED WITH TABS - PER USPS REGULATIONS			
COVER 4/4 FULL COLOR AND INSIDE PAGES 2/2 COLOR			
PANTONE WITH CMYK + SPOT - GRAPHICS, PHOTOS AND TEXT			
RUBBER BAND IN BUNDLES OF 25			
OPTION 2A: COST FOR ADDITION OF 4 INSIDE PAGES		0.00	0.00
OPTION 2B: COST FOR ADDITION OF 8 INSIDE PAGES		0.00	0.00
OPTION 2C: COST FOR ADDITION OF 12 INSIDE PAGES		0.00	0.00
QUANTITIES: (short runs if needed) #1	1,000	2.50	2,500
#2	2,000	2.50	5,000
#3	3,000	2.50	7,500

OPTION 3		Unit Price	Total
DESCRIPTION: 8 approximately page booklet			
SELF COVER 8 1/2" X 11"			
PAPER IS 50% OFFSET PRINTED ON BOTH SIDES			
SADDLE STITCHED WITH TABS - PER USPS REGULATIONS			
COVER 4/4 FULL COLOR AND INSIDE PAGES 2/2 COLOR			
PANTONE WITH CMYK + SPOT - GRAPHICS, PHOTOS AND TEXT			
RUBBER BAND IN BUNDLES OF 25			
OPTION 3A: COST FOR ADDITION OF 4 INSIDE PAGES		0.00	0.00
OPTION 3B: COST FOR ADDITION OF 8 INSIDE PAGES		0.00	0.00
OPTION 3C: COST FOR ADDITION OF 12 INSIDE PAGES		0.00	0.00
QUANTITIES: (short runs if needed) #1	10,000	2.50	25,000
#2	15,000	2.50	37,500
#3	20,000	2.50	50,000


New Address
Knepper Press Corporation
 Clinton Commerce Park
 2251 Sweeney Drive
 Clinton PA 15026

OPTION 4: Delivery Expected 72 hours from request

DESCRIPTION: Poster	Unit Price	Total
Page Size: 11 x 17		
Number of Pages: 2		
Stock: 80# Altima Gloss Cover		
Colors: Front: 4/C + Aqueous		
Prepress: Disk Ready		
Packaging: Pack In cartons only		
Binding: Finish Flat		
Quantities: #1	250	1.56
#2	500	3.10
#3	1,000	6.20

Option 5: Delivery Expected 1 week from request

DESCRIPTION: Each of 3 Posters (ang)	Unit Price	Total
Page Size: 11 x 17		
Number of Pages: 6		
Stock: 80# Altima Gloss Cover		
Colors: Front: 4/C + Aqueous		
Prepress: Disk Ready		
Packaging: Pack In cartons only		
Binding: Finish Flat		
Quantities: Of each Poster: #1	250	1.56
#2	500	3.10
#3	1,000	6.20



KNEPPER PRESS

MICHAEL J. CROMP
 SALES REPRESENTATIVE

CLINTON COMMERCE PARK
 2251 SWEENEY DRIVE
 CLINTON, PA 15026-1818

PHONE: 724-899-4274
 FAX: 724-899-1331
 CELL: 412-401-3500

mike.crompt@knepperpress.com
 www.knepperpress.com

Option 6

DESCRIPTION: Dental Program Flyer	Unit Price	Total
Tri-fold		
Page Size: 8.5 x 11		
Colors: 4/C + Aqueous		
Paper: 50# offset, printed on both sides		
Quantities: #1	10,000	4.80
#2	15,000	7.20
#3	20,000	9.60

TOTALS FROM ABOVE:

OPTION 1 - QUANTITIES: #1	25,000	12.50
OPTION 2 - QUANTITIES: (short runs if needed) #1	1,000	6.20
OPTION 3 - QUANTITIES: (short runs if needed) #1	10,000	4.80
OPTION 4 - Quantities: #1	250	1.56
OPTION 5 - Quantities: Of each Poster: #1	250	1.56
OPTION 6 - Quantities: #1	10,000	4.80
GRAND TOTAL		\$18,990

All printing will require physical paper proof for approval.
 PDF will not be accepted for proof approval.
 PDF form will be accepted for final agency approved copy.

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

RFQ No. CHP 90025STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Knepper Press Corp
Authorized Signature: [Signature] Date: 3/30/09

Purchasing Affidavit (Revised 01/01/09)