



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
861000003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

*709031657 301-336-1144
WILLIAMS & HEINTZ MAP CORPORAT
8119 CENTRAL AVE

CAPITOL HEIGHTS MD 20743

DIVISION OF HIGHWAYS
PLANNING DIVISION
BUILDING 5, ROOM A848
1900 KANAWHA BOULEVARD EAST
CHARLESTON, WV
25305-0430

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/2009				
BID OPENING DATE: 10/21/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1 REVISED SPECIFICATIONS ATTACHED. BID OPENING DATE AND TIME REMAINS THE SAME. NO OTHER CHANGES.		
0001	1	EA		966-40	\$0.1135	\$113,500.00
	1,000,000			2010/2011 WV OFFICIAL HIGHWAY MAP For 50# Rolland Opaque paper stock		
RECEIVED THIS IS THE END OF RFQ 861000003 ***** TOTAL:						\$113,500.00

RECEIVED
2009 OCT 20 A 10:28
PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Holly H. Budd</i>	Holly H. Budd	TELEPHONE (800) 338-6226	DATE 10/19/09
TITLE President	FAX 52-0711994	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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, 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



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09/28/2009				

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM EST) ON THURSDAY, 10/08/09. SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL. E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE 	TITLE President	FEIN 52-0711994	TELEPHONE (800) 338-6228	DATE 10/19/09
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<p>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 SERVICE 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>						

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<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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ... <input checked="" type="checkbox"/> ...</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p>..... SIGNATURE Williams & Heintz Map Corporation COMPANY 10/19/09 DATE</p>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</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> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 861000003</p>						

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BID OPENING DATE: ----- BID OPENING TIME: ----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (301) 336-5520 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Dean Anderson -----						
***** THIS IS THE END OF RFQ 861000003 ***** TOTAL:						<div style="font-size: 2em; margin-bottom: 5px;">B</div> <u>\$113,500.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	Holly H. Budd	TELEPHONE (800) 338-6228	DATE 10/19/09
TITLE	President	FEIN 52-0711994	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDENDUM NO. 1

2

REVISED SPECIFICATIONS

THIS IS FOR THE PREPARATION OF APPROXIMATELY 1,000,000 (500,000 - 2010 AND 500,000 - 2011) WEST VIRGINIA OFFICIAL HIGHWAY MAPS.

WORK SHALL CONSIST OF PROVIDING SERVICES, MATERIAL, PRINTING, PACKAGING AND DELIVERY OF MAP IN ORDER TO PROVIDE THE 2010 AND THE 2011 WEST VIRGINIA OFFICIAL HIGHWAY MAP (FOUR COLOR PROCESS ON BOTH SIDES).

ALL CORRESPONDENCE CONCERNED WITH INSPECTION OF COPY, PRINTING AND DELIVERY OF MAPS SHOULD BE DIRECTED TO: WV DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, PROGRAM PLANNING AND ADMINISTRATION DIVISION, ATTN: WILLIAM L. WOOD, P.E., ROOM A-816, 1900 KANAWHA BLVD., E., CHARLESTON, WV 25305-0430, TELEPHONE - (304) 558-9622.

NOTE: PLEASE MAKE CERTAIN YOUR QUOTATION IS ACCOMPANIED WITH SAMPLES OF FOUR-COLOR WORK AND PAPER STOCK SAMPLES AS SPECIFIED IN PARAGRAPHS 1.3 AND 2.6. SAMPLES MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT SAMPLES AS REQUIRED WILL RESULT IN THE BID BEING REJECTED.

PRICE FOR APPROXIMATELY ONE (1) MILLION MAPS PRINTED (150,000 - 2010 MAP COPIES WITHIN 45 CALENDAR DAYS AFTER RECEIPT OF ORDER, THEN REMAINDER WITHIN 90 DAYS AFTER RECEIPT OF ORDER AND 500,000 - 2011 MAP COPIES WITH APPROXIMATE PLANNED DELIVERY DATE OF FALL 2010), PACKAGED IN STURDY, NEW BOXES, ETC. AND DELIVERED AS SPECIFIED. APPROXIMATELY 999,800 WILL BE FOLDED ACCORDING TO SPECIFICATIONS FOR THE MAP, AND 200 (APPROXIMATELY 100 EACH PRINTING) WILL BE FLAT - NOT FOLDED (FULL COUNT DELIVERY SHALL BE MADE BUT NO OVERRUNS WILL BE PAID FOR).

SPECIFICATIONS FOR
2010 AND 2011 WEST VIRGINIA
OFFICIAL HIGHWAY MAP

SECTION I: GENERAL SPECIFICATIONS

1.1 LIQUIDATED DAMAGES: THE SUCCESSFUL VENDOR AND THE DEPARTMENT SHALL MUTUALLY AGREE UPON A REASONABLE SCHEDULE OF EVENTS. SAID SCHEDULE OF EVENTS SHALL BE WRITTEN AND SIGNED BY BOTH PARTIES. THE SCHEDULE OF EVENTS SHALL PROVIDE SPECIFIC DATES FOR COMPLETION OF CERTAIN PHASES OF THE PROJECT. FAILURE TO MEET SCHEDULED DEADLINES BY THE VENDOR SHALL RESULT IN A \$100.00 PER DAY LIQUIDATED DAMAGES CHARGE.

1.2 QUALIFICATIONS: EACH BIDDER MAY BE REQUIRED TO SHOW THAT THEIR COMPANY HAS THE EQUIPMENT, TECHNICAL PERSONNEL, AND EXPERIENCE NECESSARY TO PRODUCE MAPS OF THE QUALITY DESIRED.

1.3 SAMPLES: EACH BIDDER SHALL SUBMIT WITH THIS QUOTATION A SAMPLE OF SIMILAR WORK WHICH HAS BEEN ACCOMPLISHED IN THEIR PLANT BY THEIR PROCESS OR PROCESSES WHICH THEY PROPOSE TO USE. ALSO, OTHER SAMPLES OF FOUR-COLOR PROCESS WORK SHOULD BE PRODUCED AND SUBMITTED BY THE BIDDER TO SHOW QUALITY ETC.

1.4 INSPECTIONS: PLANT AND WORK; THE DESIGNATED REPRESENTATIVE OF THE STATE OF WEST VIRGINIA SHALL HAVE THE RIGHT TO INSPECT THE PLANT AND WORK BEING PERFORMED AT ANY TIME OR AT ALL TIMES AND SHALL BE THE SOLE JUDGE AS TO ACCEPTABILITY OF ALL WORK RELATED TO THE REPRODUCTION AND PROGRESS OF THE MAP. A STATE OF WEST VIRGINIA REPRESENTATIVE MAY BE PRESENT AT THE TIME OF ACTUAL PRODUCTION RUNS TO APPROVE PRESS PROOFS. BIDDER'S UNIT PRICES SHALL INCLUDE ALL ROYALTIES, PERMITS AND/OR LICENSES FOR THE USE OF PATENTED DEVICES, MATERIALS AND/OR PROCESS AND SHALL INDEMNIFY AND SAVE HARMLESS THE DEPARTMENT AND ITS REPRESENTATIVES AGAINST ANY CLAIM OR LIABILITY ARISING FROM OR BASED ON THEIR FAILURE TO INCLUDE THE AMOUNT OF SUCH ROYALTIES IN THEIR BID.

1.5 MANDATORY PRE-BID CONFERENCE: TO AVOID ANY MISUNDERSTANDING, EACH INTERESTED BIDDER SHALL, BEFORE SUBMITTING A BID, ATTEND A VENDOR CONFERENCE TO INSPECT THE COPY AND LAYOUT, AND DISCUSS THE REQUIREMENTS OF PRODUCING THE MAP WITH THE OFFICIALS OF THE WEST VIRGINIA DIVISION OF HIGHWAYS; AND OBTAIN A COMPLETE UNDERSTANDING OF THESE SPECIFICATIONS. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN THE REJECTION OF THE VENDOR'S BID. THE PRE-BID CONFERENCE WILL BE HELD: 10/13/09 10:00 AM .

1.6 ACCOMPANYING SAMPLE: A COPY OF A PREVIOUS HIGHWAY MAP IS ENCLOSED FOR BIDDERS GENERAL REFERENCE AND TO SHOW MINIMUM ACCEPTABLE QUALITY AND APPEARANCE TO BE FURNISHED FOR THE 2010 AND 2011 MAP. (NOTE: THE INKS USED BY THE VENDOR SHALL BE OF THE QUALITY TO ACHIEVE A BRIGHT AND SHARP REPRODUCTION AND WHEN DRY ON APPROVED PAPER SHALL BE SMEAR PROOF.)

1.7 BIDDING: BIDDERS SHALL SUBMIT A UNIT PRICE PER MAP BASED ON THE ESTIMATED QUANTITY OF ONE(1) MILLION MAPS, PRICES SHALL BE FOR THE MAPS DELIVERED F.O.B. WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, PROGRAM PLANNING AND ADMINISTRATION DIVISION, BUILDING 5, ROOM A-816, 1900 KANAWHA BLVD., E., CHARLESTON, WV 25305-0430 ATTN: WILLIAM L. WOOD, P.E., AT 304-558-9622 OR THE DEPARTMENT'S DESIGNATED STREET ADDRESS IN CHARLESTON, WV AND/OR THE SOUTH CHARLESTON, WV AREA.

1.8 TIME OF DELIVERY: THE VENDER SHALL DELIVER THE FIRST ORDER OF APPROXIMATELY 150,000 (2010) MAPS BEFORE THE EXPIRATION OF FORTY-FIVE (45) CALENDAR DAYS AFTER RECEIPT OF ORDER, THEN THE VENDOR SHALL DELIVER THE REMAINING MAPS WITHIN NINETY (90) CALENDAR DAYS AFTER RECEIPT OF ORDER, THEN THE VENDOR SHALL DELIVER THE REMAINING APPROXIMATELY 500,000 (2011) MAPS WITHIN NINETY (90) CALENDAR DAYS AFTER BEING REQUESTED TO DO SO BY THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION.

SECTION II: TECHNICAL REQUIREMENTS

(BIDDERS READ CAREFULLY)

2.1 GENERAL OVERVIEW: THE WORK TO BE ACCOMPLISHED UNDER THE CONTRACT SHALL CONSIST OF REPRODUCTION OF THE 2010 AND 2011 WEST VIRGINIA OFFICIAL HIGHWAY MAP.

THE PRINTING OF THE MAP SHALL CONSIST OF THE PREPARATION OF PRESS PLATES FOR LITHOGRAPHIC PRINTING IN A FOUR-COLOR PROCESS USING PROCESS SCREENS. THE VENDOR SHALL BE RESPONSIBLE FOR PREPARING ANY ADDITIONAL POSITIVES, NEGATIVES OR TYPESETTING NECESSARY TO PRODUCE A MAP AS CLOSE AS POSSIBLE TO RESEMBLE THE MOCKUP PROVIDED TO THE SUCCESSFUL VENDOR. THE VENDOR SHALL ALSO BE RESPONSIBLE FOR SECURING AND PRINTING AT SCALE, A SHADOW RELIEF OTHERWISE KNOWN AS "HILL SHADING" ON THE EXISTING MAP BASE. SUCCESSFUL VENDOR MUST BE ABLE TO PRINT THE MAP FROM THE FOLLOWING FORMATS: MICROSTATION V8, ADOBE InDesign CS3, OR PDF(PORTABLE DOCUMENT FILE). ALL COMPUTERIZED FILES ARE PC FORMAT.

SIDE ONE (THE MAP SIDE): THE MAP WILL BE PROVIDED FROM A COMPUTERIZED COMPOSITE LAYOUT (A PDF GENERATED FROM MICROSTATION V8 -PC FORMAT) ON A CD ROM, DVD OR VIA FTP. THE REMAINDER OF SIDE ONE WILL BE PROVIDED IN ADOBE InDesign CS3 AND MICROSOFT WINDOWS.

SIDE TWO: THE NON-MAP SIDE WILL BE PROVIDED AS A COMPUTERIZED COMPOSITE LAYOUT IN ADOBE InDesign CS3 (PC FORMAT) WITH ALL FONTS AND/OR GRAPHICS IN POSITION ON A CD ROM, DVD OR VIA FTP. AN OPTIONAL FORMAT CAN POSSIBLY BE PROVIDED TO THE PRINTER AS A PDF.

2.2 COMPOSITION ON SIDE ONE (THE MAP SIDE): ALL NECESSARY COMPOSITION TO BE FURNISHED BY THE VENDOR AND SHALL BE INCLUDED IN THE PRICE QUOTED HEREIN.

2.3 MATERIAL TO BE SUPPLIED BY THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS AND THE VENDOR: THE MAP WILL BE PROVIDED AS A PDF GENERATED FROM MICROSTATION V8 (PC FORMAT), ADOBE InDesign CS3 (PC FORMAT) AND MICROSOFT WINDOWS (PC FORMAT) WITH ALL

FILES ON A CD ROM, DVD OR VIA FTP. PRESS WORK ON MAP: (1) COLORS: (FOUR-COLOR PROCESS USING PROCESS SCREENS) COLORS TO BE FROM MATERIAL AS DESIGNATED ABOVE. THE FOLLOWING IS ALSO INCLUDED; SYMBOL LEGEND, INDEX TO CITIES AND TOWNS, MILEAGE CHART, AND OTHER TRANSPORTATION INFORMATION NOTES. SUCCESSFUL VENDOR WILL BE REQUIRED TO FURNISH TYPE FOR ALL BODY COPY IN ACCORDANCE WITH INFORMATION AND LAYOUT FURNISHED BY THE DEPARTMENT. (2) REGISTRATION BETWEEN COLORS ON THE FINAL REPRODUCTION MUST BE PERFECT WITHIN VISIBLE LIMITS. FOR FINAL PRINTING, ALL REGISTRATION MARKS SHALL BE REMOVED; CORNER REGISTRATION MARKS FOR EACH COLOR SHALL BE LEFT ON THE FINAL PRINTING PLATES. (3) THE NEAT EDGES OF PRINTING COPIES SHALL MATCH LINE TO LINE AND IN COLOR ACCURACY AND IN CORRECT POSITION, RELATIVE TO EDGES OF PAPER WITHIN LIMITS OF VISIBILITY. (4) COMPLETE COLOR PROOFS OF MAP FRONT AND BACK SHALL BE SUBMITTED AND APPROVED BY THE DEPARTMENT BEFORE PROCEEDING WITH PRESS WORK. AFTER THE PROOFS HAVE BEEN REVIEWED IT WILL BE REQUIRED OF THE SUCCESSFUL VENDOR TO MAKE ANY NECESSARY CORRECTIONS FREE OF CHARGE. A REPROOF MAY BE REQUIRED BY THE DEPARTMENT BEFORE THE FINAL RUN IS MADE IF THE CORRECTIONS WARRANT.

(5) THE MAP SIZE WILL BE 25 INCHES X 29 INCHES, FINISHED TO BLEED ON ALL FOUR SIDES. (6) A PROOF OF THE ENTIRE LAYOUT IS TO BE PROVIDED BY THE SUCCESSFUL VENDOR TO THE DEPARTMENT BEFORE THE FINAL JOB IS PRINTED. (7) COPY AND ARTWORK WILL NEED TO DROP OUT OF BACKGROUND COLOR SCREEN OVERLAPPING PHOTOS AS NOTED ON LAYOUT. LAYOUT AND MOCK-UP MAY BE INSPECTED AT THE VENDOR CONFERENCE. ACCURACY IN COLOR SCANNING AND FINAL COLOR REGISTRATION IS CRITICAL. 2011 MAPS WILL HAVE COPY CHANGES.

2.4 CARE AND OWNERSHIP OF MATERIALS: THE VENDOR WILL USE PRECAUTION AS MAY BE NECESSARY TO INSURE AGAINST LOSS, DESTRUCTION, OR DAMAGE TO ALL MATERIAL PROVIDED TO THEM. PLATES AND PLATE NEGATIVES OF ALL MATERIAL USED ON EITHER SIDE OF THE MAP ARE TO BE STORED IN THE PLANT OF THE VENDOR FOR THE DURATION OF THE CONTRACT. PLATE SEPARATIONS (NEGATIVES) WILL BECOME THE PROPERTY OF AND BE FORWARDED TO THE DEPARTMENT OF TRANSPORTATION AFTER THE DURATION OF THE CONTRACT. NEGATIVES, ALL COPY, PHOTOGRAPHY, SEPARATIONS, COMPUTER GENERATED TYPESETTING FILES AND ANY OTHER MATERIALS FURNISHED BY THE DEPARTMENT IS TO BE RETURNED PREPAID AND FULLY INSURED F.O.B. CHARLESTON, WV, AT THE TIME PRINTED MAPS ARE DELIVERED, IN SUBSTANTIALLY THE SAME CONDITION AS WHEN DELIVERED TO THE VENDOR. ALL MATERIAL FURNISHED BY THE DEPARTMENT SHALL BE THE VENDOR'S RESPONSIBILITY AND THEY SHALL USE EVERY PRECAUTION TO PREVENT DAMAGE TO THESE WHILE IN THEIR POSSESSION. MATERIALS DAMAGED OR OTHERWISE AFFECTED BY FAULTY WORK, SHALL BE REPLACED BY THEM AT THEIR EXPENSE.

2.5 QUALITY: BIDDERS ARE HEREBY ADVISED AND CAUTIONED THAT PRESSWORK, PAPER STOCK, INKS, REGISTER, PRINTING, TRIM SIZE, ETC. MUST BE OF THE HIGHEST QUALITY IN ALL RESPECTS WITH ALL WORKMANSHIP TO BE PERFORMED IN THE VERY BEST WORKMANLIKE MANNER. UNDER NO

CIRCUMSTANCES WILL AN UNSTISFACTORY JOB BE ACCEPTED OR PAID FOR. ALL ITEMS PERTAINING TO THE PRODUCTION OF THE MAP MUST BE ENTIRELY SATISFACTORY TO THE DEPARTMENT IN ALL RESPECTS AND THE DEPARTMENT RESERVES THE RIGHT TO REJECT THE ENTIRE ORDER SHOULD THE VENDOR FAIL TO COMPLY WITH THE SPECIFICATIONS CONTAINED HEREIN AND ANY OR ALL ADDITIONAL INSTRUCTIONS AND REQUIREMENTS OF THE DEPARTMENT. THE WEST VIRGINIA OFFICIAL HIGHWAY MAP IS CONSIDERED AS A 'PRESTIGE PIECE' AND A SACRIFICE IN QUALITY OF MATERIALS AND/OR WORKMANSHIP WILL NOT BE ACCEPTABLE.

2.6 PAPER STOCK: MAP IS TO BE PRODUCED ON "50 LB. TEXT BRIGHT WHITE FINCH OPAQUE SMOOTH OFFSET" OR APPROVED EQUAL, WITH A TARGET BRIGHTNESS OF 96, TO BE FURNISHED BY THE VENDOR. NOTE: THE PAPER STOCK SHALL POSSESS SATISFACTORY STRENGTH, OPACITY, TEAR RESISTANCE AND FOLDING QUALITIES. A STOCK OF INFERIOR QUALITY WILL NOT BE ACCEPTED.

THE SUCCESSFUL VENDOR MUST FURNISH A COPY OF THE BILL OF SALE FROM THE PAPER MILL PRIOR TO PRINTING AND A LABEL FROM THE PAPER SKID OR ROLL AT THE TIME OF PRINTING AS PROOF THAT THE PAPER, AS BID BY THE VENDOR, IS THAT BEING PRINTED.

THE SPECIFYING OF THE ABOVE MILL BRAND IS NOT INTENDED TO BE RESTRICTIVE, BUT SIMPLY TO ESTABLISH A GENERAL GRADE AND/OR QUALITY LEVEL. THIS STOCK HAS BEEN DETERMINED AS SATISFACTORY. OTHER APPROVED SHEETS MAY BE OFFERED WITH THE UNDERSTANDING THE DEPARTMENT RESERVES THE RIGHT TO BE SOLE JUDGE AS TO APPROVAL AND ACCEPTANCE OF THE PROPOSED PAPER STOCK.

BASE BID IS ON 50LB. TEXT BRIGHT WHITE FINCH OPAQUE SMOOTH OFFSET (PER SPECS). OTHER PAPERS MAY BE BID AS ADDITIONAL ALTERNATE CHOICES BUT THEY MUST BE EQUIVALENT STOCK ACCORDING TO THE CURRENT EDITION OF THE 'COMPETATIVE GRADE FINDER' (C.G.F.). AWARDS WILL BE BASED ON 50 LB. TEXT BRIGHT WHITE FINCH OPAQUE SMOOTH OFFSET WITH CONSIDERATION BEING GIVEN TO ALTERNATE CHOICES.

THE FOLLOWING INSTRUCTION MUST BE PROVIDED WITH ALL SAMPLES:

MILL BRAND

NAME

WEIGHT

TARGET BRIGHTNESS

EACH PROPOSAL SHALL BE ACCOMPANIED WITH TWO UNPRINTED DUMMIES, OVERALL SIZE SHALL BE 25 INCHES X 29 INCHES AND FOLDED TO THE FINISHED STYLE AND SIZE OF THE MAP SPECIFIED HEREIN. THESE DUMMIES SHALL BE IDENTIFIED WITH THE NAME OF THE BIDDER, STOCK MANUFACTURER AND MILL BRAND OR TRADE NAME THEREON. ALSO SEVERAL SAMPLES PRINTED IN COLOR

AND ON THE PROPOSED QUALITY STOCK SHOULD ACCOMPANY THE PROPOSAL AS AN INDICATION OF THE QUALITY OF COLOR WORK OBTAINABLE.

2.7 TRIM SIZE OF REPRODUCTION: THE TRIM SIZE OF ALL PRINTED REPRODUCTIONS AS STATED HEREIN SHALL BE AS FOLLOWS: 25 INCHES X 29 INCHES. THE FINISHED MAP SHALL BE CENTERED WITHIN THE FINISHED TRIM SIZE.

IF THE PAPER USED BY VENDOR FOR THE REPRODUCTION OF THE FINISHED PRINTED MAP IS LARGER THAN REQUIRED SPECIFIED SIZE, ALL SHEETS SHALL BE GUILLOTINE TRIMMED BY THE VENDOR TO THE REQUIRED SIZE.

FINISHED MAPS SHALL BE SQUARE WITH TOP, BOTTOM AND SIDE EDGES, STRAIGHT AND PARALLEL TO THE BORDER LINES.

COPIES OF THE MAP WHICH ARE SOILED, OR FOR ANY OTHER REASONS, PRESENT AN APPEARANCE OF OTHER THAN ONE OF THE VERY FINEST QUALITY, WILL BE REJECTED AS UNACCEPTABLE BY THE DEPARTMENT OF TRANSPORTATION.

2.8 PRESS INK: THE INKS USED SHALL BE OF THE BEST COMMERCIAL QUALITY, NON FADE SUITABLE FOR OBTAINING SHARP CLEAR REPRODUCTION IN THE SPECIFIED COLORS AGREED UPON. ALL INKS USED IN PRINTING OF THE HIGHWAY MAP SHALL BE QUICK DRYING, WATERPROOF, SUNPROOF AND OF FAST COLOR. THE INK SHALL WITHSTAND REASONABLE ABRASION AND SHALL NOT FLAKE OR SMEAR WHEN PRINTED COPIES HAVE DRIED. THE VENDOR SHALL ADHERE TO THE PAPERMAKER'S RECOMMENDATIONS TO THE TYPES OF INK SUITABLE FOR THE PAPER USED.

2.9 FOLDING: WHEN THE VENDOR HAS RECEIVED APPROVAL ON PROOFS AND HAS SUCCESSFULLY PRINTED THE WEST VIRGINIA OFFICIAL HIGHWAY MAP, SHALL FOLD THEM IN ACCORDANCE WITH SAMPLES SUBMITTED BY THE DEPARTMENT OF TRANSPORTATION.

2.10 PACKAGING AND DELIVERY: APPROXIMATELY 999,800 MAPS ARE TO BE BANDED IN UNITS OF 25 WITH EITHER 2 INCH KRAFT BAND, WRAPPED IN PLASTIC WRAP OR SHRINK-WRAPPED. PACKAGES SHALL BE SEALED IN SUBSTANTIAL, NEW CARTONS (SUITABLE FOR RESHIPPING) OF UNIFORM SIZE, CONTAINING 300 MAPS UNIFORMLY TO EACH CARTON; EACH CARTON SHALL BE CLEARLY LABELED ON BOTH ENDS OR BOTH SIDES SHOWING CONTENTS AND QUANTITY OF THE CARTONS. 100 UNFOLDED (2010) MAPS AND 100 UNFOLDED (2011) MAPS SHALL BE SHIPPED IN A CONTAINER SUITABLE FOR SHIPPING. BOXES SHALL BE STACKED ON PALLETS, NO MORE THAT 5 BOXES HIGH.

THE UNIT PRICE BID SHALL BE F.O.B. DELIVERED TO THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, PROGRAM PLANNING AND ADMINISTRATION DIVISION, 1900 KANAWHA BLVD., E., BUILDING 5, ROOM 816, CHARLESTON, WV 25305-0430 ATTN: WILLIAM L. WOOD, P.E., AT 304-558-9622 OR STREET ADDRESS IN THE CHARLESTON, WV/SOUTH CHARLESTON, WV AREA SPECIFIED BY THE DEPARTMENT PRIOR TO DELIVERY. ALL MAPS SHALL BE DELIVERED COMPLETE AS SPECIFIED AND IN ACCEPTABLE CONDITION.

2.11 NOTICE OF SHIPMENT: THE VENDOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE TO THE WV DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, PROGRAM PLANNING AND ADMINISTRATION DIVISION, 1900 KANAWHA BLVD., E., BLDG. 5, ROOM 816, CHARLESTON, WV 25305-0430 ATTN: WILLIAM L. WOOD, P.E., AT 304-558-9622 BEFORE DELIVERY OF COMPLETED MAPS.

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: Williams & Heintz Map Corporation Signed: [Signature], Holly H. Budd

Date: 10/19/09 Title: President

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

* No application for any preference is made.

STATE 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:  Williams & Heintz Map Corporation

Authorized Signature: Holly H. Budd

Date: 10/19/09