

March 1, 2010

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Frank Whittaker 304-558-2316

RE: RFQ # COM02, Printing Services
Opening Date: March 2, 2010 @ 1:30 P.M.

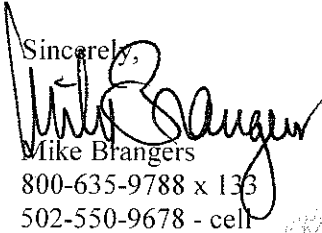
Dear Frank,

Enclosed is our proposal for your RFQ # COM02, Printing Services. Included are the required and completed response forms.

We are a registered vendor for West Virginia and we have recently performed work for the Public Employees Insurance Agency and the WV Department of Revenue (individual and business tax booklets).

For additional information about our company please visit our website at www.VGReed.com. Feel free to call me for additional information.

Sincerely,


Mike Brangers
800-635-9788 x 133
502-550-9678 - cell

RECEIVED

2010 MAR -2 A 10:19

PURCHASING DIVISION
STATE OF WV



V. G. Reed & Sons, Inc.

FACILITIES AND SERVICES

www.vgreed.com

ELECTRONIC PREPRESS

The continuing goal of V.G. Reed & Sons, Inc. (VGR) is to make the printing process more effective for both VGR and our customers. We constantly update our equipment and improve our production processes in order to exceed our customers' expectations. VGR's CTP (Computer to Plate) process is driven by the Kodak Prinergy PDF workflow. This is a composite PDF workflow that gives us the ability to paginate files, separate colors, trap colors, and edit individual pages in-RIP.

VGR provides Electronic Prepress and application support to our customers. Our Prepress department incorporates the following functions: Research & Development, Preflight, TroubleShooting, Planning, Proofreading, and Page Development. VGR accepts Mac and PC platforms via: email, FTP (<http://www.vgreed.com/upload/>), disk, and a secure Web Portal called VGRConnect. VGRConnect (<https://vgrconnect.vgreed.com/docushare/>) is based on the Xerox Docushare and enables our customer to upload, store, organize, and download documents in a secure environment. VGR is dedicated to remaining updated to the latest version of all publishing software and equipment.

Software:

- QuarkXpress
- Adobe ATM Deluxe
- Adobe Illustrator
- Adobe Photoshop
- Microsoft Publisher
- Microsoft Excel
- Enfocus Pitstop
- Extensis Suitcase
- Adobe Acrobat
- Adobe InDesign
- Adobe PageMaker
- Macromedia Freehand
- Microsoft Word
- Kodak Preps
- Quite Imposing
- Your's Truly Variable Data

Computer Work Stations:

- 5 - G5 Mac running OSX
- 4 - PCs Windows XP

Laser Printers:

- 1 - Xerox Phaser 7760 DN
- 1 - Xerox Phaser 5500 DT

Proofers:

- 1 - Kodak Digital Matchprint contract proofer
- 1 - HP Design Jet 1050c plus - 2 sided imposition proofer
- 1 - HP Design Jet 5500 plus - 2 sided imposition proofer

Servers

- 1 - Dell Power Edge 4400
- 1 - Dell Power Edge 4300
- 3 - Dell Power Edge 2550
- 2 - SuperMicro P4dms-6gm
- 2 - SuperMicro 6023B-8
- 1 - SuperMicro 50123-P
- 1 - HP Nas2000s
- 1 - HP StorageWorks Raid array
- 1 - HP StorageWorks Ultrium MS L 6060 (12tb tape Library)

UPS (Uninterruptable Power Supply)

- 3 - APC SmartUPS 3000
- 2 - APC SmartUPS 1000

Network / LAN / WAN

- 100 Base T and 1000 Base SX LAN
- T1 (full) WAN

Computer to Plate

- Kodak Prinergy PDF Workflow
 - Integrated PDF job management with Preps Imposition
- 2- Kodak Magnus 800 Computer to Plate Solution
 - Thermal laser with Squarespot imaging technology
 - Kodak multi-cassette plate autoloader
 - NE50 In-line Processor
 - Automatic Plate Stacker
 - 70 plates per hour total capacity
- Nela HAO Semi-Automatic Plate Bender

DIGITAL PRINT ON DEMAND

V.G. Reed & Sons Inc is pleased to announce the purchase and installation of two OCE' 7550 Continuous Feed digital printers. The OCE will produce variable data materials, including financial regulatory documents, daily confirmations and statements, trade books, publications, and direct mail. This technology offers our national clients more options in our effort to provide real turnkey solutions in print, mailing, and fulfillment.

2- OCE 7550 Continuous Feed Digital Printers

- Prints two sides one color at 535 pages per minute

STANDARD HORIZON STITCHLINER 5500

- An innovative saddle-stitching system which incorporates flat sheet gathering, scoring, folding, stitching and three-knife trimming in line.
- Stitches up to 5500 booklets per hr.

STANDARD HORIZON PERFECT BINDER BQ-270

- Provides simple operation, automated set-up, and superior quality from the first book to the last.
- Binds up to 2" thick books at 500 books per hour.

STANDARD HORIZON ACCU BIND PRO TAPE BINDER

- Can bind from 5 to 350 sheets.

HP INDIGO 3050

- Commercial 6 color digital press.

Ultra Systems UV Coater UC20

- UV coats 1100 sheets per hour.

OFFSET DEPARTMENT

OFFSET PRESSES

Heidelberg SM 102 Speedmaster 8-unit with coater

Double-sided printing in a single pass with highest print quality illustrates the unique potential of the Speedmaster SM 102. Equipped with the "Plus" options, the Speedmaster SM 102 enables printers to work with an eye on future developments. This high level of automation makes the press particularly cost-effective. Integration into the print shop's digital workflow reduces make-ready times and results in fast job throughput. The Speedmaster SM 102 is an ideal, highly flexible press for commercial customer print needs.

Solna King Webs

We have five high-speed, full size, two color web presses capable of printing up to a 36" roll. All King presses have jogger/stackers and roll splicers (on-the-run) which prevent us from having to change the roll during a press run. We have the option of sheeting or folding in-line from 5-1/2" x 8-1/2" to 8-1/2" x 11" products. All web presses are manned 3 shifts per day, 5 days per week. At this speed and shift schedule, V.G. Reed & Sons has the capacity to produce high volumes of work in short periods of time. Each webpress is under 10 years of age.

BINDERY

Machine Bindery Equipment

Cutters

- 2 - Polar: 54 inch and 42 inch.

Stitchers

- Mueller I: 6 pockets with cover feeder (1990 model)
 - Mueller II: 8 pocket with cover feeder (1996 model)
 - Mueller III: 8 pockets with cover feeder (2002 model)
 - Mueller IV: 8 pockets with cover feeder (1999 model)
 - Mueller V: 10 pockets with cover feeder (1990 model)
- (all stitchers have 3 knife trimmers in-line)
- Interlake single head stitcher
 - Rosback gang stitcher.

Perfect Binder

- Kolbus Line: 24 pockets (five years old)

Folders

- Heidelberg Stahlfolder TH 82
32" x 50 1/2" - 3 stations - 9000 inches per minute.
- 2 - Stahl folders: 32 pg. hookup section
26" x 40": with rollabout 8 pg. & 16 pg. sections
22" x 34": with rollabout 8 pg. & 16 pg. sections
- 2 - Baum folders
26" x 40": 8 pg. 16 pg. & 32 pg hook up sections
20" x 26": 8 pg & 16 pg hook up sections

HAND BINDERY EQUIPMENT

Shrinkwrap Machines

- Fenwal (automatic): 850 per hr.
- Weldtron (manual): 500 per hr.
- Packall (manual): 500 per hr.

Drill (Cycles per 8 hr.)

- 1500 for loose leaf
- 2000 for perfect bound

D & K Film Laminator

- Gloss & Matte finish
- Lay flat film lamination
- Sheet thickness from 80lb. to .024 board
- Film guage capacity: 1.5, 3, 5, & 10 mil.
- Press Sheet size 11" x 17" to 26" x 40"

DISTRIBUTION AND MAILING SERVICES

Videojet 3 Printer Ink Jet System

This system is capable of printing 18 lines of data. We also have the option to print the bar-code as the item is addressed.

• Specifications

- Minimum size: 3" x 5"
- Maximum size: 17" x 17"
- Minimum thickness: .0035"
- Maximum thickness: 1"
- Speed: up to 30,000 per hour

Pressure Sensitive Labeling Machine

This machine will apply 1-up pressure sensitive labels to products.

Mail / Database Software

Mail Manager 2010

Inventory Management Software

- ERP / ERM (Enterprise Resource Planning / Enterprise Resource Management)

Estimating, order entry, job management, scheduling, shop floor production, inventory management, shipping / receiving, web based fulfillment order processing, transactional fulfillment order import, A/P, A/R, GL, and purchasing.

- ODBC database Progress

- On demand Reports written in Crystal Reports



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

Request for Quotation

RFQ NUMBER
COM02

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

V.G. Reed & Sons, Inc.
 1002 S. 12th Street
 Louisville, KY 40210
 800-635-9788 x 133
 502-560-0197 - fax

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/03/2010	NET 30 DAYS	OUR TRUCK	WV	-

BID OPENING DATE: 03/02/2010	BID OPENING TIME 01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50	-	\$231,103.00
PRINTING SERVICES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF COMMERCE, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE THE DEPARTMENT WITH ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES TO PRODUCE HIGH QUALITY FULL-COLOR PROCESS PRINTED PUBLICATIONS FOR THE AGENCIES WITHIN THE DEPARTMENT OF COMMERCE PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 301-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 02/16/2010 AT 3:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. Salinger</i>	TELEPHONE 502 560 0133	DATE 3/1/2010
TITLE Account Executive	FEN 61-0561589	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

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



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

Request for Quotation

RFQ NUMBER
COM02

PAGE
2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

V.G. Reed & Sons, Inc.
 1002 S. 12th Street
 Louisville, KY 40210
 800-635-9788 x 133
 502-560-0197 - fax

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/03/2010	NET 30 DAYS	OUR TRUCK	WV	—
BID OPENING DATE: 03/02/2010		BID OPENING TIME 01:30PM		

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>M. Balmer</i>	502-560-0133	3/1/2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Account Executive	601-0561589	

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



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

Request for Quotation

RFQ NUMBER
COM02

PAGE
3

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304-558-2316

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 1002 S. 12th Street
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DIVISION OF TOURISM
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BID OPENING DATE: 03/02/2010 BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M Bauger</i>	TELEPHONE 502-560-0133	DATE 3/1/2010
TITLE Account Executive	FEN 01-0561589	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
COM02

PAGE
4

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304-558-2316

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 1002 S. 12th Street
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/03/2010	NET 30 DAYS	OUR TRUCK	WV	—

BID OPENING DATE: **03/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				44		
RFQ. NO.:				COM02		
BID OPENING DATE:				03/02/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 502-560-0197 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- MIKE BRANGERS -----						
***** THIS IS THE END OF RFQ						COM02 ***** TOTAL: \$ 231,103⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *M Brangers* TELEPHONE **502-560-0133** DATE **3/1/2010**
 TITLE **Account Executive** FEIN **61-0561589** ADDRESS CHANGES TO BE NOTED ABOVE

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

West Virginia Department of Commerce

BLANKET OPEN END CONTRACT
FULL COLOR PUBLICATIONS

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

SPECIFICATIONS

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

TITLE: West Virginia Department of Commerce Color Publication Printing Contract

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

FREQUENCY OF ORDERS: Varies.

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

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

WEST VIRGINIA DEPARTMENT OF COMMERCE TO FURNISH:

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

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

Electronic media

Platform: PC Windows XP and Macintosh System 10

Media: CD-ROM or DVD

Software

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

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

Document Exchange prepress programs: Adobe Acrobat (.pdf)

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

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

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

PROOFS – VENDOR MUST PROVIDE:

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

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

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

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

Orders of 5,000 or less: 12 business days

Orders above 5,000: 18 business days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL INSTRUCTIONS:

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

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

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

No spoils will be accepted as part of delivery volume

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

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

The above specifications apply to all sections of this contract.

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

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

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

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Section A: Multi-fold Brochure

Items 1-50

TYPE OF PUBLICATION: Multi-fold Brochure.

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

PAPER STOCK:

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

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

Mfg: XPEOX PAPER

Weight: 70# Grade: #3

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

Item	Quantity	Description	Unit Price	Total Price
1	5,000	New 14 3/4" x 8 1/2" brochures	\$.295	\$1,475.00
2.	10,000	New 14 3/4" x 8 1/2" brochures	.1725	1,725.00
3	25,000	New 14 3/4" x 8 1/2" brochures	.097	2,425.00
4	50,000	New 14 3/4" x 8 1/2" brochures	.0705	3,525.00
5	75,000	New 14 3/4" x 8 1/2" brochures	.0624	4,680.00
6	5,000	Exact Reprint 14 3/4" x 8 1/2" brochures	.295	1,475.00
7	10,000	Exact Reprint 14 3/4" x 8 1/2" brochures	.1725	1,725.00
8	25,000	Exact Reprint 14 3/4" x 8 1/2" brochures	.097	2,425.00
9	50,000	Exact Reprint 14 3/4" x 8 1/2" brochures	.0705	3,525.00
10	75,000	Exact Reprint 14 3/4" x 8 1/2" brochures	.0624	4,680.00

Sub-total 1-10

\$ 27,660.00

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

Item	Quantity	Description	Unit Price	Total Price
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11	5,000	New 15" x 25 1/2" brochures	# .399	# 1,995. ⁰⁰
12	10,000	New 15" x 25 1/2" brochures	.255	2,550. ⁰⁰
13	25,000	New 15" x 25 1/2" brochures	.169	4,225. ⁰⁰
14	50,000	New 15" x 25 1/2" brochures	.141	7,050. ⁰⁰
15	75,000	New 15" x 25 1/2" brochures	.132	9,900. ⁰⁰
16	5,000	Exact Reprint 15" x 25 1/2" brochures	.399	1,995. ⁰⁰
17	10,000	Exact Reprint 15" x 25 1/2" brochures	.255	2,550. ⁰⁰
18	25,000	Exact Reprint 15" x 25 1/2" brochures	.169	4,225. ⁰⁰
19	50,000	Exact Reprint 15" x 25 1/2" brochures	.141	7,050. ⁰⁰
20	75,000	Exact Reprint 15" x 25 1/2" brochures	.132	9,900. ⁰⁰

Sub-total 11-20

\$ 51,440.⁰⁰

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

Item	Quantity	Description	Unit Price	Total Price
21	5,000	New 11 1/4" x 17" brochures	# .315	# 1,575. ⁰⁰
22	10,000	New 11 1/4" x 17" brochures	.190	1,900. ⁰⁰
23	25,000	New 11 1/4" x 17" brochures	.112	2,800. ⁰⁰
24	50,000	New 11 1/4" x 17" brochures	.086	4,300. ⁰⁰
25	75,000	New 11 1/4" x 17" brochures	.077	5,775. ⁰⁰
26	5,000	Exact Reprint 11 1/4" x 17" brochures	.315	1,575. ⁰⁰
27	10,000	Exact Reprint 11 1/4" x 17" brochures	.190	1,900. ⁰⁰
28	25,000	Exact Reprint 11 1/4" x 17" brochures	.112	2,800. ⁰⁰
29	50,000	Exact Reprint 11 1/4" x 17" brochures	.086	4,300. ⁰⁰
30	75,000	Exact Reprint 11 1/4" x 17" brochures	.077	5,775. ⁰⁰

Sub-total 21-30

\$ 32,700.⁰⁰

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

Item	Quantity	Description	Unit Price	Total Price
31	5,000	New 14" x 17" brochures	# .355	# 1,775. ⁰⁰
32	10,000	New 14" x 17" brochures	.223	2,230. ⁰⁰

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33	25,000	New 14" x 17" brochures	# .143	\$ 3,575. ⁰⁰
34	50,000	New 14" x 17" brochures	.117	5,850. ⁰⁰
35	75,000	New 14" x 17" brochures	.109	8,175. ⁰⁰
36	5,000	Exact Reprint 14" x 17" brochures	.355	1,775. ⁰⁰
37	10,000	Exact Reprint 14" x 17" brochures	.223	2,230. ⁰⁰
38	25,000	Exact Reprint 14" x 17" brochures	.143	3,575. ⁰⁰
39	50,000	Exact Reprint 14" " x 17" brochures	.117	5,850. ⁰⁰
40	75,000	Exact Reprint 14" " x 17" brochures	.109	8,175. ⁰⁰

Sub-total 31-40

\$ 43,210.⁰⁰

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

Item	Quantity	Description	Unit Price	Total Price
41	5,000	New 11" x 8 1/2" brochures	# .285	\$ 1,425. ⁰⁰
42	10,000	New 11" x 8 1/2" brochures	.162	1,620. ⁰⁰
43	25,000	New 11" x 8 1/2" brochures	.087	2,175. ⁰⁰
44	50,000	New 11" x 8 1/2" brochures	.067	3,350. ⁰⁰
45	75,000	New 11" x 8 1/2" brochures	.053	3,975. ⁰⁰
46	5,000	Exact Reprint 11" x 8 1/2" brochures	.285	1,425. ⁰⁰
47	10,000	Exact Reprint 11" x 8 1/2" brochures	.162	1,620. ⁰⁰
48	25,000	Exact Reprint 11" x 8 1/2" brochures	.087	2,175. ⁰⁰
49	50,000	Exact Reprint 11" x 8 1/2" brochures	.067	3,350. ⁰⁰
50	75,000	Exact Reprint 11" x 8 1/2" brochures	.053	3,975. ⁰⁰

Sub-total 41-50

\$ 25,090.⁰⁰

Total Section A: 1-50

\$ 180,100.⁰⁰

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Section B: Rack Cards

Items 51-64

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

PAPER STOCK:

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

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

Mfg.: ATHENS PAPER

Weight: 100# Grade: #2

Item	Quantity	Description	Unit Price	Total Price
51	500	4" x 9" rack cards	\$ 2.70	\$ 1,350. ⁰⁰
52	1,000	4" x 9" rack cards	1.375	1,375. ⁰⁰
53	2,500	4" x 9" rack cards	.57	1,425. ⁰⁰
54	5,000	4" x 9" rack cards	.295	1,475. ⁰⁰
55	10,000	4" x 9" rack cards	.162	1,620. ⁰⁰
56	20,000	4" x 9" rack cards	.101	2,020. ⁰⁰
57	50,000	4" x 9" rack cards	.057	2,850. ⁰⁰

Item	Quantity	Description	Unit Price	Total Price
58	500	Exact Reprint 4" x 9" rack cards	\$ 2.70	\$ 1,350. ⁰⁰
59	1,000	Exact Reprint 4" x 9" rack cards	1.375	1,375. ⁰⁰
60	2,500	Exact Reprint 4" x 9" rack cards	.57	1,425. ⁰⁰
61	5,000	Exact Reprint 4" x 9" rack cards	.295	1,475. ⁰⁰
62	10,000	Exact Reprint 4" x 9" rack cards	.162	1,620. ⁰⁰
63	20,000	Exact Reprint 4" x 9" rack cards	.101	2,020. ⁰⁰
64	50,000	Exact Reprint 4" x 9" rack cards	.057	2,850. ⁰⁰

Total Section B: 51-64

\$ 24,230.⁰⁰

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

Items 65-76

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

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

Mfg.: ATHENS PAPER

Weight: 100# Grade: SILK TEXT

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

Item	Quantity	Description	Unit Price	Total Price
65	500	Poster 8 1/2" x 11" printed one side with bleed	\$ 1.65	\$ 825. ⁰⁰
66	1,000	Poster 8 1/2" x 11" printed one side with bleed	.825	825. ⁰⁰
67	2,500	Poster 8 1/2" x 11" printed one side with bleed	.35	875. ⁰⁰
68	500	Poster 8 1/2" x 14" printed one side with bleed	1.65	825. ⁰⁰
69	1,000	Poster 8 1/2" x 14" printed one side with bleed	.85	850. ⁰⁰
70	2,500	Poster 8 1/2" x 14" printed one side with bleed	.38	950. ⁰⁰
71	500	Poster 11" x 17" printed one side with bleed	1.65	825. ⁰⁰
72	1,000	Poster 11" x 17" printed one side with bleed	.85	850. ⁰⁰
73	2,500	Poster 11" x 17" printed one side with bleed	.38	950. ⁰⁰
74	500	Posters 18" x 24" printed one side with bleed	1.70	850. ⁰⁰
75	1,000	Posters 18" x 24" printed one side with bleed	.925	925. ⁰⁰
76	2,500	Posters 18" x 24" printed one side with bleed	.43	1,075. ⁰⁰

Sub-total 65-76

\$ 10,625.⁰⁰

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

Item	Quantity	Description	Unit Price	Total Price
77	500	Poster 8 1/2" x 11" printed two sides with bleed	\$ 2.39	\$ 1,195. ⁰⁰
78	1,000	Poster 8 1/2" x 11" printed two sides with bleed	1.195	1,195. ⁰⁰
79	2,500	Poster 8 1/2" x 11" printed two sides with bleed	.51	1,275. ⁰⁰
80	500	Poster 8 1/2" x 14" printed two sides with bleed	2.45	1,225. ⁰⁰
81	1,000	Poster 8 1/2" x 14" printed two sides with bleed	1.225	1,225. ⁰⁰
82	2,500	Poster 8 1/2" x 14" printed two sides with bleed	.53	1,325. ⁰⁰
83	500	Poster 11" x 17" printed two sides with bleed	2.45	1,225. ⁰⁰
84	1,000	Poster 11" x 17" printed two sides with bleed	1.225	1,225. ⁰⁰
85	2,500	Poster 11" x 17" printed two sides with bleed	.53	1,325. ⁰⁰
86	500	Posters 18" x 24" printed two sides with bleed	2.55	1,275. ⁰⁰
87	1,000	Posters 18" x 24" printed two sides with bleed	1.375	1,375. ⁰⁰
88	2,500	Posters 18" x 24" printed two sides with bleed	.678	1,695. ⁰⁰

Sub-total 77-88

\$ 15,560.⁰⁰

Total Section C: 65-88

\$ 26,185.⁰⁰

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Total Alternate delivery: 1-49

\$ 588.⁰⁰

Grand Total:

\$ 231,103.⁰⁰

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

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Award Procedure:

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

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

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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: V.G. REED & SONS, INC.
Date: 3/1/2010

Signed: M.B. BRANGERS
Title: ACCOUNT EXECUTIVE

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

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RFQ No. COM 02

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: V.G. REED & SONS, INC.

Authorized Signature: [Signature] Date: 3/1/2010

State of KENTUCKY

County of JEFFERSON, to-wit:

Taken, subscribed, and sworn to before me this 1st day of MARCH, 2010.

My Commission expires May 3, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature: Wesley Summers]