



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
 PEI011011

PAGE
 1

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

REPLY TO THIS OFFICE

*709034836 01 304-341-0676
 CHAPMAN PRINTING COMPANY
 3000 N WASHINGTON ST
 CHARLESTON WV 25312

SHIP TO

PUBLIC EMPLOYEES INSURANCE
 AGENCY
 BUILDING 5
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0710 558-7850

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: 06/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50		
PRINTING AND MAILING OF VARIOUS PEIA PUBLICATIONS REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA PUBLIC EMPLOYEES INSURANCE AGENCY, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH PRINTING AND MAILING SERVICES FOR VARIOUS AGENCY PUBLICATIONS PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION 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 06/13/2011 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ADDED TO THE RFQ SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING.						
See Cost Sheets RECEIVED 2011 JUN 21 AM 10:54 WV PURCHASING DIV						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *D. Miller* TELEPHONE: 304-341-0676 DATE: 6/21/11

TITLE: Sales FEIN: 550717455 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN DISQUALIFICATION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <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</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</p>						

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<p>INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"><i>D. J. Nutt</i></p> <p style="text-align: center;">..... SIGNATURE <i>Chapman Printing</i> COMPANY <i>6/21/11</i> DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009 EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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</p>						

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<p>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 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>						

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<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>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</p>						

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THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: KRISTA FERRELL-FILE 21 RFQ. NO.: PEI011011 BID OPENING DATE: 06/22/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-341-0688 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- David Nutter ----- ***** THIS IS THE END OF RFQ PEI011011 ***** TOTAL: <u>See Cost Sheets</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>David Nutter</i>	TELEPHONE 304-341-0676	DATE 6/21/11	
TITLE Sales	FEIN 550717455	ADDRESS CHANGES TO BE NOTED ABOVE	

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REQUEST FOR QUOTATIONS

West Virginia Public Employees Insurance Agency (PEIA)

Printing/Mailing Services

Requisition # PEI011011

Part 1 GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of the West Virginia Public Employees Insurance Agency (PEIA) is soliciting quotations from qualified vendors to provide printing and mailing services.

1.2 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel are **not binding**. Only the information issued in writing and added to the Request for Quotation specifications file by an official written addendum are binding.

1.3 Quotation Submission:

Vendors mailing quotations should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing cannot waive or excuse late receipt of a quotation which is delayed and late for any reason according State Code §5A-3-11. Any quotation received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

1.4 Rejection of Quotations:

The State reserves the right to accept or reject any or all quotations, in part or in whole at its discretion. The State reserves the right to withdraw this RFQ at any time and for any reason. Submission of, or receipt by the State of quotations confers no rights upon the bidder and does not obligate the State in any manner.

A contract based on this RFQ and the Vendor's quotation, may or may not be awarded at the discretion of the State. Any contract resulting in an award from this RFQ is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General's Office.

1.5 Incurring Costs:

The State and its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFQ for preparation or delivery of the quotation, or for costs related to attendance at any mandatory pre-bid meeting or oral presentation.

1.6 Independent Price Determination:

A quotation will not be considered for award if the price in the quotation was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the quotation is submitted as a joint venture.

1.7 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$1,000 per business day for failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

1.8 Evaluation Process:

The Vendor who meets all the mandatory specifications and quotes the lowest cost shall be awarded the contract.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their quotations. Nothing may be added to alter the written solution or method contained in the original quotation after the bid opening.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

The contract resulting from this RFQ will be administered by the West Virginia Public Employees Insurance Agency, Department of Administration, State Capitol Complex, Building 5, Room 1001, Charleston, West Virginia 25305-0710.

2.2 Background:

PEIA is the State agency that provides group health and life insurance for state, county and municipal employees. PEIA provides coverage for more than 200,000 West Virginians.

By state law, West Virginia Correctional Industries has the right of first refusal on any printing services required by PEIA. West Virginia Correctional Industries has issued a waiver for the printing services listed below under "Scope of Work."

PART 3 PROCUREMENT SPECIFICATIONS

3.1 Mandatory Requirements: The vendor shall meet the following minimum qualifications:

- 1) Have a minimum of five (5) years of experience printing and mailing as its primary line of business, and be able to demonstrate such experience by submitting comparable work samples from each of the last five years.
- 2) Possess printing presses, binding equipment and staffing capable of producing and mailing the documents detailed below within the timeframes specified, and be able to demonstrate that by submitting an equipment list and staff list with job titles and descriptions.
- 3) Have experience producing the specific types of materials detailed in **3.2 Scope of Work**, and provide samples of such work produced within the last two years;
- 4) Possess enclosing, tabbing, and bar-coding equipment to process mailings for greatest possible postage discounts in accordance with USPS regulations, and be able to demonstrate that by submitting an equipment list.

3.2 Scope of Work:

The successful vendor will produce and deliver the following publications according to the specifications in the cost sheet below.

Job Name	Estimated Volume	Specifications	Time allotted for completion	Frequency
8.5 x 11 letter with envelope	25,000	See cost sheet below.	Five working days	Twice each year
8.5 x 11 letter tabbed	25,000	See cost sheet below.	Five working days	Twice each year
8.5 x 14 letter with envelope	25,000	See Cost sheet below.	Five working days	Twice each year
8.5 x 14 letter tabbed	25,000	See cost sheet below.	Five working days	Twice each year
4.25 x .6 postcard	100,000	See cost sheet below.	Five working days	Once each year
8.5 x 14 newsletter	100,000	See cost sheet below.	7 working days	Twice each year
8.5 x 11 newsletter	30,000	See cost sheet below.	7 working days	Twice each year

NOTES: Paper substitutions must be submitted to PEIA in writing with a sample for approval before use.

* Quantities or volumes are estimates. Actual quantities to be printed will be based upon the state's needs at the time of order.

Normal turnaround time (printing and mailing) is five working days, except for the 8.5 x 14 and 8.5 x 11 newsletters, which have a turnaround time of 7 working days.

Each job requires up to three proofs. Price should take into account the need for changes between the first proof and the final one.

All documents will be mailed using PEIA's postal permits, and must be delivered to the post office in Charleston, West Virginia for mailing. The vendor must hand deliver a sample of ten (10) completed, addressed documents *prior to* mailing. PEIA staff must review and approve the completed mail pieces prior to release of the job to the post office.

For all mailings, the vendor must supply the postage paperwork (form 3602s) with the invoice to assure payment. Invoices presented without postage paperwork will be held until the postage paperwork is received. Invoices cannot be paid without 3602s.

At the completion of each job, the vendor will supply a copy of the final document in .PDF format.

COST SHEET

**Vendor must include cost of mailing (excluding postage) and delivery to post office in Charleston in their unit cost. Failure to include as a part of the unit cost shall result in the disqualification of the vendor's bid.

Job Name	Estimated Volume* (for evaluation purposes only)	Specifications	Frequency	Price Per Thousand copies	Total
8.5 x 11 letter with envelope	25,000 x 2 <hr/> 50m Total	One side printed, black ink 20# bond paper Folded and inserted in #10 envelopes #10 envelopes printed, black ink Add mailing address to envelope Also responsible for preparing mailing at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston.	2	\$135.88/m	\$6,794.00
8.5 x 11 letter tabbed	25,000 x 2 <hr/> 50m Total	Two sides printed, black ink 50# copy paper. Folded and tabbed Add mailing address to address panel Also responsible for preparing mailing at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston.	2	\$112.96/m	\$5,648.00
8.5 x 14 letter with envelope	25,000 x 2 <hr/> 50m Total	One side printed, black ink 20# bond paper Folded and inserted in #10 envelopes #10 envelopes printed, black ink Add mailing address to envelope Also responsible for preparing mailing at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston.	2	\$137.41/m	\$6,870.50
8.5 x 14 letter tabbed	25,000 x 2 <hr/> 50m Total	Two sides printed, black ink 50# copy paper Folded and tabbed Add mailing address to address panel Also responsible for preparing mailing at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston.	2	\$116.04/m	\$5,802.00

Job Name	Estimated Volume* (for evaluation purposes only)	Specifications	Frequency	Price Per Thousand copies	Total
4.25 x 6 postcard	100,000	Two sides printed, black ink Color postcard stock Add mailing address to postcard Also responsible for preparing mailing at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston.	1	\$75.32/m	\$7,532.00
8.5 x 14 newsletter	100,000 <u>x 2</u> <u>200m</u> total	Four pages, both sides printed, black ink 70# white coated text w/matte finish Bleed on page one Maximum of 10 black & white photos Folded and tabbed Add mailing address to address panel Also responsible for preparing mailing at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston.	2	\$170.77/m	\$34,154.00
8.5 x 11 newsletter	30,000	Four pages, both sides printed, black ink 70# cream coated text w/matte finish Bleed on page one Maximum of 10 black & white photos Folded and tabbed Add mailing address to address panel Also responsible for preparing mailing at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston.	2	\$198.64/m	\$11,908.40
Grand Total				**	\$78,718.90

* Quantities or volumes are estimates. Actual quantities to be printed will be based upon the state's needs at the time of order.

Signature: David Muller
 Representing: Chapman Printing Date: 6/21/11

** This bid is submitted with the understanding that all billing will be done by Chapman Printing and mail services will be provided by our partner.

Additional Costs

	Unit Cost per 1,000	Estimated Quantity	Extended Cost
PRODUCTION DESCRIPTION			
Option 1: 8.5 x 11 letter w/envelope			
One side printed, black ink			
20# bond paper			
Folded and inserted in #10 envelopes			
#10 envelopes printed, black ink			
Add mailing address to envelope			
Mail using agency Charleston USPS account			
Option 1A: two sides printed	3.75/m	25,000	93.75
Option 1B: add page (one side printed)	43.62/m	25,000	1090.50
Option 1C: add page (two sides printed)	47.37/m	25,000	1184.25
Option 1D: add mail merge to letter	85.00/m	25,000	2125.00
Option 1E: add #9 return envelope, black ink	26.35/m	25,000	658.75
Option 1F: substitute window envelopes	30.38/m	25,000	759.50
Option 2: 8.5 x 11 letter tabbed			
Two sides printed, black ink			
50# copy paper			
Folded and tabbed			
Add mailing address to address panel			
Mail using agency Charleston USPS account			
Option 2A: add page (one side printed)	43.62/m	25,000	1090.50
Option 2B: add page (two sides printed)	47.37/m	25,000	1184.25
Option 2C: add mail merge to letter	85.00/m	25,000	2125.00
Option 3: 8.5 x 14 letter w/envelope			
One side printed, black ink			
20# bond paper			
Folded and inserted in #10 envelopes			

#10 envelopes printed, black ink			
Add mailing address to envelope			
Mail using agency Charleston USPS account			
Option 3A: two sides printed	4.10/m	25,000	102.50
Option 3B: add page (one side printed)	45.80/m	25,000	1145.00
Option 3C: add page (two sides printed)	49.75/m	25,000	1243.45
Option 3D: add mail merge to letter	85.00/m	25,000	2125.00
Option 3E: add #9 return envelope, black ink	26.35/m	25,000	658.75
Option 3F: substitute window envelopes	30.38/m	25,000	759.50
Option 4: 8.5 x 14 letter tabbed			
Two sides printed, black ink			

50# copy paper			
Folded and tabbed			
Add mailing address to address panel			
Mail using agency Charleston USPS account			
Option 4A: add page (one side printed)	45.80/m	25,000	1145.00
Option 4B: add page (two sides printed)	49.75/m	25,000	1243.75
Option 4C: add mail merge to letter	85.00/m	25,000	2125.00
Option 5: 4.25 x 6 postcard			
Two sides printed, black ink			
Color postcard stock			
Add mailing address to postcard			
Mail using agency Charleston USPS account			
Option 6: 8.5 x 14 PEIA News			
Four pages, both sides printed, black ink			
70# white coated text w/matte finish			
Bleed on page one			
Folded and tabbed			
Maximum of 10 black & white photos			
Add mailing address to address panel			
Mail using agency Charleston USPS account			
Option 6A: add page (two sides printed)	84.20/m	100,000	8,420.00
Option 6B: add another color	87.82/m	100,000	8,782.00
Option 6C: add saddle-stitch	98.80/m	100,000	9,880.00
Option 7: 8.5 x 11 Provider News			
Four pages, both sides printed, black ink			
70# cream coated text w/matte finish			
Bleed on page one			
Folded and tabbed			
Maximum of 10 black & white photos			

Add mailing address to address panel			
Mail using agency Charleston USPS account			
Option 7A: add page (two sides printed)	94.30/m	30,000	2,829.00
Option 7B: add another color	72.15/m	30,000	2,164.50
Option 7C: add bleed	4.40/m	30,000	132.00
Option 7C: add saddle stitch	10.00/m	30,000	300.00

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: Chapman Printing Signed: [Signature]
 Date: 6/21/11 Title: Sales

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

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 owed 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 exceed 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: Chapman Printing Company

Authorized Signature: D. D. Nutter Date: _____

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 21st day of June, 2011.

My Commission expires 5-18, 2017

AFFIX SEAL HERE

NOTARY PUBLIC Vickie S. Samples

