



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

State of West Virginia  
 Request for Quotation  
 30 - Printing

Proc Folder: 410607

Doc Description: Addendum No. 5 Secure Paper Printing

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-05-31	2018-06-06 13:30:00	CRFQ 0802 DMV1800000006	6

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

*RR DONNELLEY & SONS CO. Vendor No. 000000178499  
 101 Carriage Pt. STE 307  
 Hurricane, WV 25526  
 304-757-6673*

06/06/18 13:13:55  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

Signature X

*Michael J. Ross*

FEIN # 36-1004130

DATE 06/05/18

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 5 is issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

Central Request For Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Division of Motor Vehicles (WVDMV) to establish an open-end contract for the printing of Cut Sheet Titles, Continuous Feed Titles, Non-Repairable Titles, Secure Power of Attorney, TM5 Dealer Reassignment Forms, Cut Sheet Registration, and Continuous Feed Registration, per the bid requirements, specifications, and terms and conditions that are a part of this solicitation and attached hereto.

This was previously advertised as DMV140141A

INVOICE TO		SHIP TO	
MANAGER		MANAGER	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
PURCHASING/ACCOUNTS PAYABLE		PURCHASING/ACCOUNTS PAYABLE	
1317 HANSFORD ST		1317 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cut Sheet Motor Vehicle Title	200.00000	PM	141.45	28,290.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description :**  
 Cut Sheet Motor Vehicle Title  
 Price per Thousand

INVOICE TO		SHIP TO	
MANAGER		MANAGER	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
PURCHASING/ACCOUNTS PAYABLE		PURCHASING/ACCOUNTS PAYABLE	
1317 HANSFORD ST		1317 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Continuous Feed Motor Vehicle Title	800.00000	PM	125.70	100,560.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description :**  
 Continuous Feed Motor Vehicle Title  
 Price Per Thousand

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Non-Repairable Title	5.00000	PM	192.10	960.50

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description :**  
Non-Repairable Title  
Price Per Thousand

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Secure Power of Attorney	75.00000	PM	175.10	13,132.50

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description :**  
Secure Power of Attorney  
Price Per Thousand

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	TM-5 Dealer Reassignment	100.00000	PM	37.05	3,705.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description :**

TM-5 Dealer Reassignment  
Price Per Thousand

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Cut Sheet Motor Vehicle Registration	200.00000	PM	24.80	4,960.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description :**

Cut Sheet Motor Vehicle Registration  
Price Per Thousand

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Continuous Feed Motor Vehicle Registration	600.00000	PM	8.70	5,220.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description :**

Continuous Feed Motor Vehicle Registration  
Price Per Thousand

TOTAL: 156,828.00

DMV180000006	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 5 Secure Paper Printing	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DMV1800000006**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

RR DONNELLEY & SONS CO

Company

Michael J. Ross

Authorized Signature

06/05/18

Date

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

**Commercial General Liability Insurance Certificate**

Please see enclosed Insurance Certificate. Our Corp. Insurance Policies are effective through 07/01/18, and we will send updated Insurance Certificate to you when the Insurance Policies are renewed in July.

Thank you!

RR Donnelley & Sons Co.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> ACE American Insurance Company		22667
<b>INSURER B :</b> Indemnity Insurance Company of North America		43575
<b>INSURER C :</b> ACE Fire Underwriters Insurance Company		20702
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-008987893-01                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		HDO G27869208	10/01/2017	07/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H09062671	10/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR C64416844 (AOS) WLR C64416807 (CA) SCF C64416881 (WI)	10/01/2017 10/01/2017 10/01/2017	07/01/2018 07/01/2018 07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EXCESS WORKERS COMP (OH)		WCU C64416923 (OH)	10/01/2017	07/01/2018	Limit \$ 1,000,000 SIR Value \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> WV Division of Motor Vehicles 1317 Hansford St Charleston, WV 25301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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**CRFQ DMV1800000006**

**Section 3.1.8 Manufacturing Security**

Although not requested, please see attached outline of our Manufacturing Facility. We interpret that that 24 hour armed guard service, 7 days per week is a **mandatory requirement**, as it states "must be secured and have armed guard services present 24 hours per day, 7 days per week." We are confirming that we have this required security in place.

Thank you!

RR Donnelley & Sons Co.

**Quakertown Plant**  
**FACILITY SECURITY**

1. Armed uniformed security officer is present in this facility 24 hours per day, 7 days per week. The security officers have two-way radio contact with members of supervision during the work week.
2. All plant exits are monitored by a uniformed security officer through a centralized alarm and video system.
3. Background clearances and fingerprinting are performed on all employees.
4. All waste is shredded in a secured area with restricted access and monitoring by surveillance cameras.
5. All printing plates are controlled and used plates are destroyed.
6. All quality control samples and docket materials are voided and retained in secure storage.
7. A TV surveillance system monitors the perimeter of the plant, parking areas, all exits, in addition to the manufacturing, secure paper storage and warehouse areas.
8. Motion sensors are strategically located and linked to the monitoring system.
9. All doors to the plant are locked with access only to authorized persons having a swipe card and a personal identification number. The security officers check ID badges to ensure facility security.
10. There are various levels of security within the facility, thus limiting and controlling access to the high security areas.
11. All employees wear color photo ID badges which include the coded security level to which they are allowed admittance.
12. All authorized persons working in, entering, or leaving the secured manufacturing area are monitored by the security officer.
13. All outside vending and contractor employees are strictly controlled and wear ID badges.
14. All visitors are restricted to authorized areas unless appropriate clearances are obtained for entering a restricted area.
15. The facility is monitored by an E.T.S. addressable point fire alarm system with horns, strobes, and water flow indicators. This system is monitored 24 hours a day, 7 days a week by the security officers.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: RR DONNELLEY & SONS CO

Authorized Signature: Michael J. Ross Date: 06/05/18

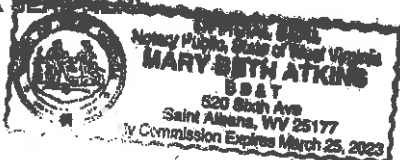
State of West Virginia

County of Putnam to-wit:

Taken, subscribed, and sworn to before me this 5 day of June, 2018.

My Commission expires 3/25/2023, 2023

AFFIX STAMP HERE



NOTARY PUBLIC

Mary Beth Atkins

Purchasing Affidavit (Revised 01/19/2018)

# 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 Vendor Preference, if applicable.

1.  Application is made for 2.5% vendor preference for the reason checked:  
Bidder is an individual resident vendor and has resided continuously in West Virginia, 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,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked:  
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.  Application is made for 5% 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% 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% 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.
7.  Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.  
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

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: RR Donnelly & Sons CO

Signed: Michael J. Ross

Date: 06/05/18

Title: Senior Account Representative

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

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: RR Donnelley & Sons Co Address: 35 W. Wacker Dr  
*(Corp. Address)*

Authorized Agent: Michael J. Ross Address: 101 Carriage Pt Ste 307 Hurricane WV 25526  
*(Local Address)*

Contract Number: \_\_\_\_\_ Contract Description: Secure Paper Printing

Governmental agency awarding contract: WV STATE Purchasing / WV DIVISION OF MOTOR VEHICLES

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

- 1. Subcontractors or other entities performing work or service under the Contract  
 Check here if none, otherwise list entity/individual names below.
- 2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)  
 Check here if none, otherwise list entity/individual names below. N/A (Public Company)
- 3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)  
 Check here if none, otherwise list entity/individual names below.

Signature: Michael J. Ross Date Signed: 06/05/18

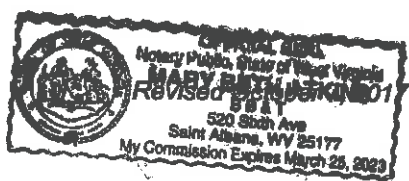
**Notary Verification**

State of West Virginia, County of Putnam

I, Michael J. Ross, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 5 day of June, 2018  
Mary Beth  
Notary Public's Signature

**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_





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

State of West Virginia  
 Request for Quotation  
 30 -- Printing

Proc Folder: 410607

Doc Description: Secure Paper Printing

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-04-06	2018-05-09 13:30:00	CRFQ 0802 DMV1800000006	1

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

*RR DONNELLEY & SONS CO Vendor No. 000000178499*  
*101 CARRIAGE PT. STE 307*  
*HURRICANE, WV 25526*

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

Signature X

*Michael J. Ross*

FEIN # *36-1004130*

DATE *06/05/18*

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

**ADDITIONAL INFORMATION**

**Central Request For Quotation**

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Division of Motor Vehicles (WVDMV) to establish an open-end contract for the printing of Cut Sheet Titles, Continuous Feed Titles, Non-Repairable Titles, Secure Power of Attorney, TM5 Dealer Reassignment Forms, Cut Sheet Registration, and Continuous Feed Registration, per the bid requirements, specifications, and terms and conditions that are a part of this solicitation and attached hereto.

This was previously advertised as DMV140141A

MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US	MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cut Sheet Motor Vehicle Title	200.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :  
 Cut Sheet Motor Vehicle Title  
 Price per Thousand

MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US	MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Continuous Feed Motor Vehicle Title	800.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :  
 Continuous Feed Motor Vehicle Title  
 Price Per Thousand



<b>MANAGER</b> DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US	<b>MANAGER</b> DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Non-Repairable Title	5.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :  
 Non-Repairable Title  
 Price Per Thousand

<b>MANAGER</b> DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US	<b>MANAGER</b> DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Secure Power of Attorney	75.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :  
 Secure Power of Attorney  
 Price Per Thousand

<b>MANAGER</b> DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US	<b>MANAGER</b> DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	TM-5 Dealer Reassignment	100.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :  
 TM-5 Dealer Reassignment  
 Price Per Thousand

BUYER		SUPPLIER	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Cut Sheet Motor Vehicle Registration	200.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :  
 Cut Sheet Motor Vehicle Registration  
 Price Per Thousand

BUYER		SUPPLIER	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Continuous Feed Motor Vehicle Registration	600.00000	PM		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :  
 Continuous Feed Motor Vehicle Registration  
 Price Per Thousand

<b>D15V180000006</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Secure Paper Printing	<b>Page 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

**See attached document(s) for additional Terms and Conditions**

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

Division of Motor Vehicles  
 Vehicle Services Suite 200  
 5707 MacCorkle Avenue, S.E.  
 Charleston, WV 25317

April 17, 2018 @ 10:00 A.M. E.D.T.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 04/30/2018 @ 10:00 A.M. EDT

Submit Questions to: Melissa Pettrey, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: melissa.k.pettrey@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
 Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:**

**BUYER:**

Melissa Pettrey, Senior Buyer

**SOLICITATION NO.:**

**BID OPENING DATE:**

**BID OPENING TIME:**

**FAX NUMBER:**

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus           N/A           convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

Technical

Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** 05/09/2018 @ 1:30 P.M. EDT

**Bid Opening Location:** Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**



Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \$100,000.00. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
two million dollars (\$2,000,000.00).

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Michael J. Ross Michael J. Ross, Senior Account Representative  
 (Name, Title)  
Michael J. Ross Senior Account Representative  
 (Printed Name and Title)  
101 Carriage Pt. STE 307 Hurricane, WV 25526  
 (Address)  
304-757-6673 304-757-6295  
 (Phone Number) / (Fax Number)  
Michael.Ross@rrd.com  
 (email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

RR Donnelly & Sons Co  
 (Company)  
Michael J. Ross Senior Account Representative  
 (Authorized Signature) (Representative Name, Title)  
Michael J. Ross Senior Account Representative  
 (Printed Name and Title of Authorized Representative)  
06/05/18  
 (Date)  
304-757-6673 304-757-6295  
 (Phone Number) (Fax Number)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Motor Vehicles to establish an open-end contract for the printing of Cut Sheet Titles, Continuous Feed Titles, Non-Repairable Titles, Secure Power of Attorney, TM5 Dealer Reassignment Forms, Cut Sheet Registration, and Continuous Feed Registration. This was previously advertised as DMV140141A
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“MOCR”** means Magnetic Optical Character Recognition.
  - 2.5 **“OCR”** means Optical Character Recognition.
  - 2.6 **“Linked Chain Design”** is the linked chain design watermark made in the paper during manufacturing that is visible when held up to the light.
  - 2.7 **“UV”** means ultra violet.
  - 2.8 **“CF”** means coated front paper.
  - 2.9 **“CFB”** means coated front and back paper.
  - 2.10 **“Watermark”** means a mark that is made in the paper during manufacturing that is visible when the document is held up to the light.
  - 2.11 **“Drops Out”** means to eliminate halftone dot or fine lines by over exposure.
  - 2.12 **“PMS222 Red”** is an industry standard, hue of 334.29 degrees, 64.62% saturation, and 25.49% lightness. Hex Code 6b173b



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- 2.13 "PMS 287 Blue" is an industry standard, hue of 334.29 degrees, 64.62% saturation, and 29.41% lightness. Hex Code 003896.
- 2.14 "E-13B Font Numbers" is a magnetic ink character recognition font based on the EB13B industry standard.
- 2.15 "Toner Anchorage" is referred to as the adhesion between the ink and the document upon which it is printed.
- 2.16 "Security Thread" means a color thread used in secure documents to protect against counterfeiting.
- 2.17 "Eagle Design" is the eagle watermark made in the paper during manufacturing that is visible when held up to the light.

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1 Specifications for Cut-Sheet West Virginia Certificate of Title Forms:**

**3.1.1.1 Size:** 8 ½" x 11", 1 part, cut-sheet.

**3.1.1.2** Must be compatible with Lexmark duplex laser printers currently used by the DMV.

**3.1.1.3** Should the Agency replace the printers in the future Vendor forms must be compatible. Vendor and Agency should work together to find a solution.

**3.1.1.4** The following paper and printing specifications must be strictly adhered to:

**3.1.1.4.1 Paper Specifications:**

**3.1.1.4.1.1** Must be Portal's white 24lb. cylinder mould paper, or equivalent

**3.1.1.4.1.1.1** with three-dimensional multi-tonal watermark in a continuous pattern, standard "Eagle Design" is acceptable.

**3.1.1.4.1.2** There must also be a "Security Thread" of micro printed polyester embedded in paper that is continuously printed with security text, and fluoresces blue/white under UV Light.

**3.1.1.4.1.3** Paper is also to be coated front and back with Toner Anchorage to enhance laser printing quality.

**3.1.1.4.1.4** Paper must have chemical sensitization in sheet that will exhibit marked chemical reaction (in the form of various stains) to thwart falsification of the document using chemical eradicators.

**3.1.1.4.1.4.1** Protection to be afforded from those chemicals that are classified per the following families: polar solvents, a-polar solvents, acids, oxidizing agents, strong bases, and weak bases.

**3.1.1.4.1.5** Paper must have security fibers of visible blue and visible fluorescent yellow/green that can be seen under UV Light.

**3.1.1.4.2 Printing Specifications:**

**3.1.1.4.2.1** Form must have consecutive number in one position using heat-resistant, fluorescent red ink, and E-13B font numbers. See provided Sample A.

**3.1.1.4.2.1.1** No missing numbers allowed.

**3.1.1.4.2.2** Pantograph on face and back of form must be a Securescan or equivalent

**3.1.1.4.2.2.1** pantograph that completely "drops out" when imaged on the West Virginia DMV's optical imaging system

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scanners, Bell & Howell  
Copyscan 8000-Spectrum.

3.1.1.4.2.2 This feature has a disguised "VOID" in the pantograph if form is copied, and this feature and the pantograph must not be visible when scanned into the DMV's optical disk storage system.

3.1.1.4.2.3 There must also be a logo line or micro line of print in the first lien release section on the face of the form above "signature of person or officer". When viewing this covert security feature, to the 'naked' eye the words appear as ruled line. However, when viewed under a magnifying glass, the words "West Virginia DMV" become visible.

3.1.1.4.2.4 The back of the form must contain a Safetybloc, or equivalent security feature in the odometer reading boxes to deter any erasures or alteration of data written in these boxes.

3.1.1.4.2.4.1 The Safetybloc; or equivalent feature, must have micro printing in gray ink reading "State of West Virginia" in a step and repeat pattern.

3.1.1.4.2.5 Vendor should provide a sample paper and compatible scanner pantograph for review by DMV personnel upon request.

3.1.1.4.3 **Packaging Requirements:**

3.1.1.4.3.1 Forms are to be packed 2,000 per carton.

3.1.1.4.3.2 No missing numbers, overage or shortage will be tolerated.

3.1.1.4.3.3 Beginning and ending numbers must be listed on each carton.

3.1.1.4.3.4 Carton must be sealed with printed security tape to deter tampering with sealed cartons.

3.1.1.4.3.5 Full cartons must be capable of being stacked twelve (12) cartons high, without deformation of packaging.

**3.1.2 Specifications for West Virginia Continuous Feed Certificate of Title Forms:**

3.1.2.1 Size: 9 ½" x 11", 1-part continuous feed, ½" strip off margins left and right.

3.1.2.2 Must be compatible with IBM InfoPrint 4000 continuous feed printers currently used by the DMV.

3.1.2.3 Should the Agency replace the printers in the future Vendor forms must be compatible. Vendor and Agency should work together to find a solution.

3.1.2.4 The following paper and printing specifications must be strictly adhered to:

**3.1.2.4.1 Paper Specifications:**

3.1.2.4.1.1 Must be Portal's white 24lb. cylinder mould paper, or equivalent

3.1.2.4.1.1.1 with three-dimensional multi-tonal watermark in a continuous pattern, standard "Eagle Design" is acceptable.

3.1.2.4.1.1.2 There must also be a "Security Thread" of micro printed polyester embedded in paper that is continuously printed with security text, and fluoresces blue/white under UV Light.

3.1.2.4.1.1.3 Paper is also to be coated front and back with toner anchorage to enhance laser printing quality.

**3.1.2.4.1.2** Paper must have chemical sensitization in sheet that will exhibit marked chemical reaction (in the form of various stains) to thwart falsification of the document using chemical eradicators.

**3.1.2.4.1.2.1** Protection to be afforded from those chemicals that are classified per the following families: polar solvents, acids, oxidizing agents, strong bases, and weak bases.

**3.1.2.4.1.3** Paper must also have security fibers of visible blue and visible fluorescent yellow/green that can be seen under UV Light.

**3.1.2.4.2 Printing Specifications:**

**3.1.2.2.2.1** Form must have consecutive number in one position using heat-resistant, fluorescent red ink, and E-13B Font numbers. No missing number allowed. See provided Sample B.

**3.1.2.2.2.2** Pantograph on the face of the form must be a SecureScan or equivalent

**3.1.2.2.2.2.1** pantograph that completely "drops out" when imaged on the West Virginia DMV's optical imaging system scanners, Bell & Howell Copyscan 8000-Spectrum.

**3.1.2.2.2.2.2** This feature has a disguised "void" in the pantograph if form is copied, and this feature and the pantograph must not be visible when scanned into the DMV's optical disk storage system.

**3.1.2.2.2.3** There must also be a logo line or micro line of print in the first lien release section on the face of the form above "signature of person or officer". When viewing this covert security feature, to the 'naked' eye the words appear as ruled line. However, when viewed under a magnifying glass, the words "West Virginia DMV" become visible.

**3.1.2.2.2.4** The back of the form must contain a Safetybloc, or equivalent security feature in the odometer reading boxes to deter any erasures or alteration of data written in these boxes.

**3.1.2.2.2.4.1** The Safetybloc, or equivalent feature, must have micro printing in gray ink reading "State of West Virginia" in a step and repeat pattern.

**3.1.2.2.2.5** Vendor should provide a sample paper and compatible scanner pantograph for review by DMV personnel upon request.

**3.1.2.2.3 Packaging Requirements:**

**3.1.2.2.3.1** Forms are to be packed 2,000 per carton.

**3.1.2.2.3.2** No missing numbers, overage or shortage will be tolerated.

**3.1.2.2.3.3** Beginning and ending numbers must be listed on each carton.

**3.1.2.2.3.4** Carton must be sealed with printed security tape to deter tampering with sealed cartons.

**3.1.2.2.3.5** Full cartons must be capable of being stacked twelve (12) cartons high, without deformation of packaging.

- 3.1.3 Specifications for West Virginia Non-Repairable Motor Vehicle/Boat Certificate:**
- 3.1.3.1 Size:** 9 ½" x 11", 1-part continuous feed, ½" strip off margins left and right.
  - 3.1.3.2** Must be compatible with IBM InfoPrint 4000 continuous feed printer currently used by the DMV.
  - 3.1.3.3** Should the Agency replace the printers in the future Vendor forms must be compatible. Vendor and Agency should work together to find a solution.
  - 3.1.3.4** The following paper and printing specifications must be strictly adhered to.
    - 3.1.3.4.1 Paper Specifications:**
      - 3.1.3.4.1.1** Must be Portal's white 24LB. cylinder mould paper, or equivalent
        - 3.1.3.4.1.1.1** with three-dimensional multi-tonal watermark in a continuous pattern, standard "Eagle Design" is acceptable.
        - 3.1.3.4.1.1.2** There must also be a "Security Thread" of micro printed polyester embedded in paper that is continuously printed with security text, and fluoresces blue/white under UV Light.
        - 3.1.3.4.1.1.3** Paper is also to be coated front and back with Toner Anchorage to enhance laser printing quality.
      - 3.1.3.4.1.2** Paper must have chemical sensitization in sheet that will exhibit marked chemical reaction (in the form of various stains) to thwart falsification of the document using chemical eradicators.

**3.1.3.4.1.2.1** Protection to be afforded from those chemicals that are classified per the following families: polar solvents, acids, oxidizing agents, strong bases, and weak bases.

**3.1.3.4.1.3** Paper must also have security fibers of visible blue and visible fluorescent yellow/green that can be seen under UV Light.

**3.1.3.4.2 Printing Specifications:**

**3.1.3.4.2.1** Form must have consecutive number in one position using heat-resistant, fluorescent red ink, and E-13B font numbers. See provided Sample C.

**3.1.3.4.2.1.1** No missing numbers allowed.

**3.1.3.4.2.2** Face ink is to be in PMS222 red and Securescan or equivalent approved heat resistant inks. Backer ink and composition is to be a step and repeat diagonal pattern over the entire back of the document reading "Non-Repairable Motor Vehicle/Boat".

**3.1.3.4.2.3** Pantograph on the face of the form must be a Securescan or equivalent

**3.1.3.4.2.3.1** pantograph that completely "Drops Out" when imaged on the West Virginia DMV's optical imaging system scanners, Bell & Howell Copyscan 8000-Spectrum.

**3.1.3.4.2.3.2** This feature has a disguised "VOID" in the pantograph if form is copied, and this feature and the pantograph must not be visible when



scanned into the DMV's  
optical disk storage system.

**3.1.3.4.2.4** Vendor should provide a sample paper and compatible scanner pantograph for review by DMV personnel upon request.

**3.1.3.4.3 Packaging Requirements:**

**3.1.3.4.3.1** Forms are to be packed 2,000 per carton.

**3.1.3.4.3.2** No missing numbers, overage or shortage will be tolerated.

**3.1.3.4.3.3** Beginning and ending numbers must be listed on each carton.

**3.1.3.4.3.4** Carton must be sealed with printed security tape to deter tampering with sealed cartons.

**3.1.3.4.3.5** Full cartons must be capable of being stacked twelve (12) cartons high, without deformation of the packaging.

**3.1.4 Specifications for West Virginia Secure Power of Attorney Forms**

**3.1.4.1** Size: 8 ½" x 11 5/8" of bound set construction, 5 parts carbon intercaaved & carbonless construction in same set. See provided Sample D.

**3.1.4.2** The following specifications must be strictly adhered to:

**3.1.4.2.1** Part 1: White, 24lb. Recycled Conservator with fourdrinier "Linked Chain Design" Watermark imbedded in the sheet.

**3.1.4.2.2** Part 2: White, 24lb. Recycled Conservator with fourdrinier "Linked Chain Design" Watermark imbedded in the sheet.

**3.1.4.2.3** Part3: White, 19lb. Self-Contained Coated-Back.

**3.1.4.2.4** Part 4: White, 14.5lb. CFB, Coated Front and Back.

**3.1.5 Specifications for West Virginia TM-5 Reassignment Supplements**

- 3.1.5.1 Size: must be 8 ½" x 11" 1 part cut sheet.
- 3.1.5.2 Paper: must be 24lb. Security Paper. Paper must include the following features: Fourdrinier Watermark in paper, including Chemical Sensitivity, Toner Retention and Invisible Security fibers. See provided Sample E.
- 3.1.5.3 Other requirements: face inks must be 287 blue and black, with "VOID" Security Pantograph. No Backer printing.
- 3.1.5.4 Consecutive Numbering: Must be Penetrating Black to Red ink consecutive numbering and no missing numbers will be allowed.
- 3.1.5.5 Sample of Fourdrinier Watermark paper with all security features listed above must be reviewed by DMV personnel upon request.
- 3.1.5.6 Full cartons must be capable of being stacked twelve (12) high, without deformation of the packaging.

**3.1.6 Specifications for Cut Sheet Registrations**

- 3.1.6.1 Overall size: 8 ½" x 11". See provided Sample F (Lines show Micro Perforation locations).
- 3.1.6.2 Paper: Long grain 32lb., White laser MOCR Ledger, 92 bright.
- 3.1.6.3 Perforations: 1, Partial parallel Micro Perforation, and 1 Full perpendicular (Right Angle) Micro perforation.
- 3.1.6.4 Must pack in carton of 2,500 forms per carton, in 5 Poly Wrapped inner packs of 500 forms per carton.
- 3.1.6.5 Full cartons must be capable of being stacked twelve (12) high, without deformation of the packaging.

**3.1.7 Specifications for Continuous Feed Registration**

- 3.1.7.1 Overall size: Fanfold Continuous 9.5" x 3". See provided sample G (Lines show Perforation locations).

**3.1.7.2 Paper:** 32# White Laser MOCR Ledger with a minimum of 92 Brightness to ensure OCR Character Recognition.

**3.1.7.3 Perforations:** .5" Marginal Perforations, Left and Right, Full width Parallel Perforation, Partial Perpendicular (Right Angle) perforation 4" from right side of form.

**3.1.7.4 Diecut Corner Perforation:** One (1) Diecut corner perforation at the left top of form.

**3.1.7.5 Must pack** 4,800 forms per carton.

**3.1.7.6 Full cartons must be capable of being stacked twelve (12) high,** without deformation of the packaging.

**3.1.8 Manufacturing Security**

**3.1.8.1 Vendor's Manufacturing facilities must be secured and have armed guard service present 24 hours per day, 7 days per week.**

**3.1.8.2 Photo film and plates are to be in a locked safe(s) in the pre-press area.**

**3.1.8.3 All unused plates are to be mutilated or destroyed and returned to DMV when contract is completed, or as directed by the DMV.**

**3.1.8.4 All quality control samples and docket materials must be voided, logged and filed in a locked safe(s) and returned to the DMV when contract is complete, or as directed by the DMV.**

**3.1.8.5 WV DMV personal or their assignees may, at any time during the contract, at their own expense, visit the vendor's manufacturing facility to confirm that security requirements are being met.**

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by entering the unit price per thousand and multiplying by the estimated quantity to provide and extended price. Vendor shall then total all items to obtain the Total Bid Amount. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within forty-five (45) calendar days after orders are received. Vendor shall deliver emergency orders within thirty (30) calendar day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders if Vendor invoices those delivery costs as a separate charge with the original

freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either plan for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

REQUEST FOR QUOTATION  
SECURE PAPER PRODUCTS DMV

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7.2.3 Any other remedies available in law or equity.

8 MISCELLANEOUS:

- 8.2 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.3 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.4 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.5 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Michael J. Ross  
Telephone Number: 304-757-6673  
Fax Number: 304-757-6295  
Email Address: Michael.Ross@rrd.com

FOR DIVISION USE ONLY

R	N	E
CLASS		
LICENSE #		
EXP. DATE		
DL OR ID #		

DEPARTMENT OF TRANSPORTATION  
DIVISION OF MOTOR VEHICLES



SAMPLE A

The Division of Motor Vehicles of West Virginia certifies that payment to an applicant under oath and in substance prescribed by the laws of West Virginia and Civil War and Division for applicant, vehicle name and address the bondholder appears, has been registered in the office of said Division as the legal owner of the vehicle/boat described, or is otherwise entitled to have said vehicle/boat registered in the name of said applicant that is to say:

NAME/BOAT YEAR MAKE/MAKE/TYPE MAKE/MAKE/TYPE MAKE/MAKE/TYPE MAKE/MAKE/TYPE MAKE/MAKE/TYPE MAKE/MAKE/TYPE

SPECIMEN

Said Division further certifies that upon said verified application, the above described (vehicle/boat) is subject to lien(s) and encumbrance(s) described below, and more over, that is to say:

<p><b>LIEN/ENCUMBRANCE</b></p> <p>Name and mailing address of lienholder</p>	<p><b>RELEASE</b></p> <p>This lien was fully paid, satisfied, and released on this, the _____ day of _____, 20__.</p> <p>Name of _____</p> <p>Signature of _____</p> <p>taken, subscribed, and sworn before me on this, the _____ day of _____, 20__.</p> <p>My commission expires the _____ day of _____, 20__.</p>
<p><b>LIEN/ENCUMBRANCE</b></p> <p>Name and mailing address of lienholder</p>	<p><b>RELEASE</b></p> <p>This lien was fully paid, satisfied, and released on this, the _____ day of _____, 20__.</p> <p>Name of _____</p> <p>Signature of _____</p> <p>taken, subscribed, and sworn before me on this, the _____ day of _____, 20__.</p> <p>My commission expires the _____ day of _____, 20__.</p>



Witness the corporate name of the Division of Motor Vehicles of West Virginia and the seal of said Division on the month, day, and year set beneath the name of the applicant in this file.

WVC-242233

COMPLETE IN BLUE OR BLACK INK ONLY

Federal and State law require that you certify the mileage in connection with the transfer of ownership. Failure to certify or providing a false statement of vehicle mileage may result in fines and/or imprisonment.

The undersigned hereby certifies that, for the sale price herein stated, the vehicle described in this title has been transferred to the following Buyer(s) named below:

Printed Name of Buyer(s) Address State ZIP Code

SAMPLE A

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

Signature of Seller or Dealer Printed Name of Seller or Dealer Dealer's License Certificate No. Date of Sale

I am aware of the above odometer certification made by the seller:

Signature of Buyer(s) Printed Name(s) of Buyer(s)

The undersigned Dealer hereby certifies that, for the sale price herein stated, the vehicle described in this title has been transferred to the following Buyer(s) named below:

Printed Name of Buyer(s) Address State ZIP Code

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

Signature of Seller or Dealer Printed Name of Seller or Dealer Dealer's License Certificate No. Date of Sale

I am aware of the above odometer certification made by the seller:

Signature of Buyer(s) Printed Name(s) of Buyer(s)

The undersigned Dealer hereby certifies that, for the sale price herein stated, the vehicle described in this title has been transferred to the following Buyer(s) named below:

Printed Name of Buyer(s) Address State ZIP Code

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

Signature of Seller or Dealer Printed Name of Seller or Dealer Dealer's License Certificate No. Date of Sale

I am aware of the above odometer certification made by the seller:

Signature of Buyer(s) Printed Name(s) of Buyer(s)

The undersigned Dealer hereby certifies that, for the sale price herein stated, the vehicle described in this title has been transferred to the following Buyer(s) named below:

Printed Name of Buyer(s) Address State ZIP Code

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

Signature of Seller or Dealer Printed Name of Seller or Dealer Dealer's License Certificate No. Date of Sale

I am aware of the above odometer certification made by the seller:

Signature of Buyer(s) Printed Name(s) of Buyer(s)

The undersigned Dealer hereby certifies that, for the sale price herein stated, the vehicle described in this title has been transferred to the following Buyer(s) named below:

Printed Name of Buyer(s) Address State ZIP Code

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

Signature of Seller or Dealer Printed Name of Seller or Dealer Dealer's License Certificate No. Date of Sale

I am aware of the above odometer certification made by the seller:

Signature of Buyer(s) Printed Name(s) of Buyer(s)

The undersigned Dealer hereby certifies that, for the sale price herein stated, the vehicle described in this title has been transferred to the following Buyer(s) named below:

Printed Name of Buyer(s) Address State ZIP Code

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

Signature of Seller or Dealer Printed Name of Seller or Dealer Dealer's License Certificate No. Date of Sale

I am aware of the above odometer certification made by the seller:

Signature of Buyer(s) Printed Name(s) of Buyer(s)

NO ADDITIONAL RE-ASSIGNMENTS PERMITTED



FOR DIVISION USE ONLY

R	H	T	E
CLARK			
LICENSE #			
EXP. DATE			
DL OR ID #			

DEPARTMENT OF TRANSPORTATION  
DIVISION OF MOTOR VEHICLES



SAMPLE B

The Division of Motor Vehicles of West Virginia certifies that present is an application under oath and in substance provided by the laws of West Virginia and filed with said Division, that applicant, whose name and address for household registration has been registered in the office of said Division as the lawful owner of the vehicle(s) hereinafter described, or is otherwise entitled to have said vehicle(s) registered in the name of said applicant, that is to say:

MAKE/MODEL	YEAR	VEHICLE/TYPE	REGISTRATION	TITLE	SALES TAX
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# SPECIMEN

Said Division further certifies that from said verified application, the above described vehicle(s) and equipment(s) described herein, and none other, that is to say:

<p><b>ISSUED</b></p> <p>Name and mailing address of Licensee</p>	<p><b>RELEASED</b></p> <p>This lien was fully paid, satisfied, and released on this, the _____ day of _____, 20____.</p> <p>Name of Licensee _____</p> <p>Signature of Licensee _____</p> <p>Witness, subscribed, and sworn before me on this, the _____ day of _____, 20____.</p> <p>My commission expires the _____ day of _____, 20____.</p>
<p><b>ISSUED</b></p> <p>Name and mailing address of Licensee</p>	<p><b>RELEASED</b></p> <p>This lien was fully paid, satisfied, and released on this, the _____ day of _____, 20____.</p> <p>Name of Licensee _____</p> <p>Signature of Licensee _____</p> <p>Witness, subscribed, and sworn before me on this, the _____ day of _____, 20____.</p> <p>My commission expires the _____ day of _____, 20____.</p>



Without the separate name of the Division of Motor Vehicles of West Virginia and the seal of said Division on the month, day, and year set beneath the name of the applicant in this title.

WV-12110537

COMPLETE IN BLUE OR BLACK INK ONLY

Federal and state law requires that you certify the mileage in connection with the transfer of ownership. Failure to certify or providing a false statement of vehicle mileage may result in fines and/or imprisonment.

The undersigned hereby certifies that, for the date hereon stated, the vehicle described in this title has been transferred to the following Buyer(s) named below:

SAMPLE 13

Address

1. The odometer reading in the actual mileage of the vehicle unless one of the following statements is checked: 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Printed Name of Seller(s) or Dealer Dealer's License Certificate No. Date of Sale

Printed Name(s) of Buyer(s)

2. The undersigned Dealer hereby certifies that, for the date hereon stated, the vehicle described in this title has been transferred to the following Buyer(s) named below:

Address

1. The odometer reading in the actual mileage of the vehicle unless one of the following statements is checked: 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Printed Name of Seller(s) or Dealer Dealer's License Certificate No. Date of Sale

Printed Name(s) of Buyer(s)

3. The undersigned Dealer hereby certifies that, for the date hereon stated, the vehicle described in this title has been transferred to the following Buyer(s) named below:

Address

1. The odometer reading in the actual mileage of the vehicle unless one of the following statements is checked: 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Printed Name of Seller(s) or Dealer Dealer's License Certificate No. Date of Sale

Printed Name(s) of Buyer(s)

4. The undersigned Dealer hereby certifies that, for the date hereon stated, the vehicle described in this title has been transferred to the following Buyer(s) named below:

Address

1. The odometer reading in the actual mileage of the vehicle unless one of the following statements is checked: 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Printed Name of Seller(s) or Dealer Dealer's License Certificate No. Date of Sale

Printed Name(s) of Buyer(s)

5. Description of vehicle(s) listed in:

6. Date of Sale

7. Signature of Seller(s) or Dealer

06/2013

DEPARTMENT OF TRANSPORTATION  
DIVISION OF MOTOR VEHICLES



SAMPLE C

FRONT

NON-REPAIRABLE MOTOR VEHICLE REGISTRATION CERTIFICATE

The Division of Motor Vehicles of West Virginia certifies that pursuant to an application under oath and in accordance prescribed by the laws of West Virginia and that with said Division, the applicant whose name and address for heretofore appear, has been registered in the office of said Division as the lawful owner of the motor/boat heretofore described. The vehicle described below has been declared a total loss and is to be rebuilt - parts only.

MAKE/COY.	YEAR MODEL	VEHICLE IDENTIFICATION NO.	MAKEUP/CLASSIFICATION	TITLE NUMBER	REGISTERED THIS YEAR

FIRST ASSIGNMENT OF CERTIFICATE (PARTS ONLY)

The undersigned hereby certifies that the motor/boat described in this certificate has been transferred to the following printed name and address:

Name of Party (s): \_\_\_\_\_  
Address: \_\_\_\_\_

Signature of Seller: \_\_\_\_\_ Printed Name(s) of Seller: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Date of Sale: \_\_\_\_\_

Signature of Buyer: \_\_\_\_\_ Printed Name(s) of Buyer: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_

SECOND ASSIGNMENT OF CERTIFICATE (PARTS ONLY)

The undersigned hereby certifies that the motor/boat described in this certificate has been transferred to the following printed name and address:

Name of Party (s): \_\_\_\_\_  
Address: \_\_\_\_\_

Signature of Seller: \_\_\_\_\_ Printed Name(s) of Seller: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Date of Sale: \_\_\_\_\_

Signature of Buyer: \_\_\_\_\_ Printed Name(s) of Buyer: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_

NON-REPAIRABLE - PARTS ONLY



When the applicant comes to the Division of Motor Vehicles of West Virginia and the seal of said Division the day of year and month the name of the applicant in the Certificate

DIVISION OF MOTOR VEHICLES

WV-0035011

01/03/08

BACK

SAMPLE C

U

**SECURE POWER OF ATTORNEY** **WVPA 1205601**

**WARNING!** This Form May Be Used Only When Title Is Physically Held By Lessor/Holder Or When Title Has Been Lost. This Form Must Be Submitted To The State By The Person Exercising Power(s) Of Attorney. Failure To Do So May Result In Fines And/Or Imprisonment.

**VEHICLE DESCRIPTION**

Year	Make	Model	Body Type	Vehicle Identification Number

---

**PART A. Power of Attorney to Disclose Mileage**

Federal and State law require that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, \_\_\_\_\_ (transferor's name, Print), appoint \_\_\_\_\_ (transferee's/ dealership name, Print) as my attorney-in-fact, to sign all papers and documents required to secure West Virginia Title and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads \_\_\_\_\_ (no tenths) miles and, to the best of my knowledge, that it reflects the actual mileage unless one of the following statements is checked.

(1) The mileage stated is in excess of its mechanical limits.

(2) The odometer reading is NOT the actual mileage. **WARNING - ODOMETER DISCREPANCY.**

_____ (Transferor's Signature)	_____ (Transferee's Signature)
_____ (Printed Name)	_____ (Printed Name)
_____ (Transferor's Street Address)	_____ (Transferee's Street Address)
_____ (City, State, Zip Code)	_____ (City, State, Zip Code)
_____ (Date of Statement)	

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**PART B. Power of Attorney to Review Title Documents and Acknowledge Disclosure**  
(Part B is invalid unless Part A has been completed)

I, \_\_\_\_\_ (transferee's name, Print), appoint \_\_\_\_\_ (transferor's name, Print) as my attorney-in-fact, to sign all papers and documents required to secure West Virginia Title and to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

_____ (Transferor's Signature)	_____ (Transferee's Printed Name)
_____ (Transferor's Name, Street Address, City, State, Zip Code)	

Federal and State law require that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, \_\_\_\_\_ (transferor's/ dealership name, Print), state that the odometer now reads \_\_\_\_\_ (no tenths) miles and, to the best of my knowledge, that it reflects the actual mileage unless one of the following statements is checked.

(1) The mileage stated is in excess of its mechanical limits.

(2) The odometer reading is NOT the actual mileage. **WARNING - ODOMETER DISCREPANCY.**

_____ (Transferor's Signature)	_____ (Transferor's Printed Name)
_____ (Transferor's Street Address)	_____ (City, State, Zip Code)
_____ (Date of Statement)	

---

**PART C. Certification (To Be Completed When Both Parts A and B Have Been Used)**

I, \_\_\_\_\_ (person exercising above powers of attorney, Print), hereby certify that the mileage I have disclosed on the title document is consistent with that provided to me in the above power of attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the power of attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create, nor does it create any new or additional liability under Federal or State law.

_____ (Signature)	_____ (Printed Name)
_____ (Street Address)	_____ (City, State, Zip Code)

STATE OF WEST VIRGINIA  
DIVISION OF MOTOR VEHICLES  
REASSIGNMENT SUPPLEMENT

WV 990420

FEDERAL AND STATE law requires you to state the mileage in connection with the transfer of ownership. Failure to complete the required information or providing false statements may result in fines and / or imprisonment.

- NOTICE** (A) This form is for use by licensed West Virginia motor vehicle dealers upon transfer of the custody of origin title being completed and also with non-licensed West Virginia and out-of-state dealers.  
 (B) Individuals or non-licensed dealers cannot use this form.  
 (C) Each reassignment must be in successive order and shall not be valid until completed in full.  
 (D) Not to be used with the new West Virginia conforming title.  
 (E) Only one (1) reassignment per vehicle. When the selected reassignment is completed to dealer, a West Virginia dealer title must be obtained.  
 (F) A copy of this reassignment must be kept by the dealer showing the odometer statement (5 Year)

**SAMPLE E**

**LEGAL NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT.**

NAME	MODEL	YEAR	BODY	VEHICLE IDENTIFICATION NUMBER
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**(1) REASSIGNMENT BY LICENSED WEST VIRGINIA DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following PRINTED name and address:

NAME OF PURCHASER: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

WITH WARRANTY TO BE FREE OF ALL ENCUMBRANCES EXCEPT AS FOLLOWS:  
 LIEN IN FAVOR OF: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

LIENHOLDER'S ADDRESS: \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

NO TENTHS \_\_\_\_\_  
 \_\_\_\_\_ 1. THE MILEAGE STATED IS IN EXCESS OF ITS MECHANICAL LIMITS.  
 \_\_\_\_\_ 2. THE ODOMETER READING IS NOT THE ACTUAL MILEAGE.  
 WARNING: ODOMETER DISCREPANCY

SIGNATURE OF DEALER: \_\_\_\_\_ DEALER NUMBER: \_\_\_\_\_  
 PRINTED NAME OF DEALER: \_\_\_\_\_ DATE OF SALE: \_\_\_\_\_  
 DEALER'S ADDRESS: \_\_\_\_\_  
 BUYER'S SIGNATURE(S): \_\_\_\_\_  
 BUYER'S PRINTED NAME(S): \_\_\_\_\_

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**(2) REASSIGNMENT BY LICENSED WEST VIRGINIA DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following PRINTED name and address:

NAME OF PURCHASER: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

WITH WARRANTY TO BE FREE OF ALL ENCUMBRANCES EXCEPT AS FOLLOWS:  
 LIEN IN FAVOR OF: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

LIENHOLDER'S ADDRESS: \_\_\_\_\_

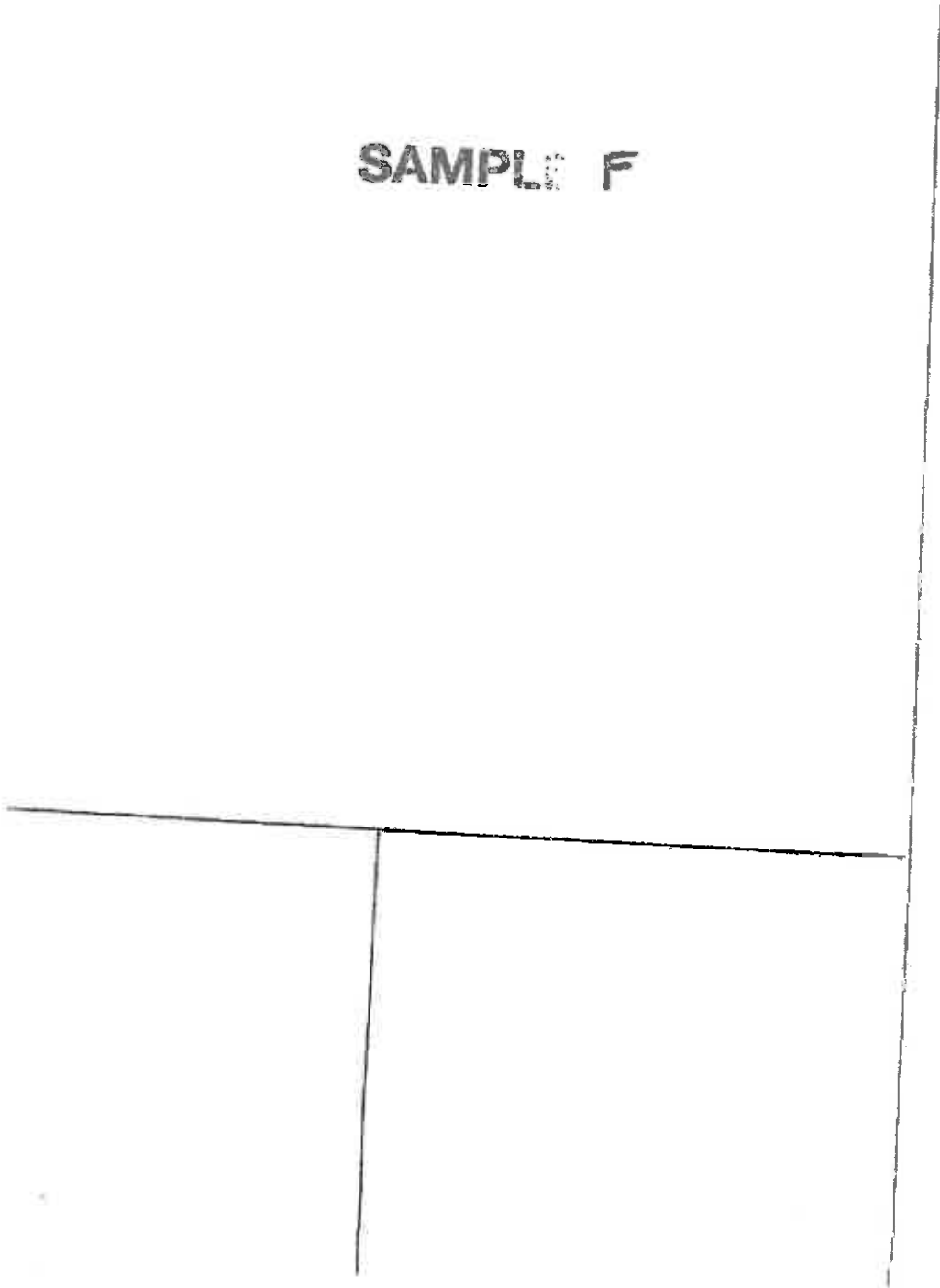
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

NO TENTHS \_\_\_\_\_  
 \_\_\_\_\_ 1. THE MILEAGE STATED IS IN EXCESS OF ITS MECHANICAL LIMITS.  
 \_\_\_\_\_ 2. THE ODOMETER READING IS NOT THE ACTUAL MILEAGE.  
 WARNING: ODOMETER DISCREPANCY

SIGNATURE OF DEALER: \_\_\_\_\_ DEALER NUMBER: \_\_\_\_\_  
 PRINTED NAME OF DEALER: \_\_\_\_\_ DATE OF SALE: \_\_\_\_\_  
 DEALER'S ADDRESS: \_\_\_\_\_  
 BUYER'S SIGNATURE(S): \_\_\_\_\_  
 BUYER'S PRINTED NAME(S): \_\_\_\_\_

THIS FORM IS NOT VALID UNLESS ATTACHED TO THE ORIGINAL MANUFACTURER'S STATEMENT OF ORIGIN OR TITLE THAT IT SUPPLEMENTS. ORIGINAL ONLY.

SAMPLE F



SAMPLE G
