



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 3

## General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 674055

Procurement Type: Central Master Agreement

Vendor ID: VS0000020289 

Legal Name: NPC, Inc.

Alias/DBA:

Total Bid: \$0.00

Response Date: 04/13/2020 

Response Time: 16:10

SO Doc Code: CRFQ

SO Dept: 0225

SO Doc ID: PB2000000004

Published Date: 3/23/20

Close Date: 4/14/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 4 Printing/Mailing Services 

Total of Header Attachments: 3

Total of All Attachments: 3



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

State of West Virginia  
 Solicitation Response

**Proc Folder :** 674055  
**Solicitation Description :** Addendum No. 4 Printing/Mailing Services  
**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-04-14 13:30:00	SR 0225 ESR0304200000005080	1

VENDOR
VS0000020289 NPC, Inc.

**Solicitation Number:** CRFQ 0225 PEI2000000004

**Total Bid :** \$0.00      **Response Date:** 2020-04-13      **Response Time:** 16:10:26

**Comments:** All work will be done by NPC with no subcontracting. NPC is also HIPAA, HITRUST Common Security Framework qualified and has several Federal certifications and accreditations such as SOC II, Type 2 compliance and NIST 800-53 Rev 4 compliance for data handling on Federal contracts.

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	3.1.2.1 - Benefit Books	0.00000	JOB	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82121500			

<b>Extended Description :</b>	3.1.2.1 - Benefit Books
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**Comments:** See attached Excel spreadsheet.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.1.2.2 - Letters, Variable	0.00000	JOB	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82121500			

<b>Extended Description :</b>	3.1.2.2 - Letters, Variable
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.1.2.3 - Letters, Non-Variable	0.00000	JOB	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82121500			

<b>Extended Description :</b>	3.1.2.3 - Letters, Non-Variable
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	3.1.2.4 - Newsletters, Non-Variable	0.00000	JOB	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82121500			

<b>Extended Description :</b>	3.1.2.4 - Newsletters, Non-Variable
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	3.1.2.5 - Postcards	0.00000	JOB	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82121500			

<b>Extended Description :</b>	3.1.2.5 - Postcards
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	3.1.2.6 - Premium and Benefit Asst. Applications, Non-Variab	0.00000	JOB	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82121500			

<b>Extended Description :</b>	3.1.2.6 - Premium and Benefit Asst. Applications, Non-Variab
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Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 27 - Miscellaneous

Proc Folder: 674055

Doc Description: Printing/Mailing Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
		CRFQ 0225 PEI2000000004	1

**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:

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Public Employees Insurance Agency (PEIA) to establish an open-ended contract for printing and mailing services per the bid requirements, specifications and Terms and Conditions as attached hereto.

INVOICE TO		SHIP TO	
PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST SE CHARLESTON WV25304 US		PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST, SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.2.1 - Benefit Books	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

INVOICE TO		SHIP TO	
PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST SE CHARLESTON WV25304 US		PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST, SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2.2 - Letters, Variable	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

INVOICE TO		SHIP TO	
PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST SE CHARLESTON WV25304 US		PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST, SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.2.3 - Letters, Non-Variable	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

INVOICE TO		SHIP TO	
PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST SE CHARLESTON US	WV25304	PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST, SE CHARLESTON US	WV 25304

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.2.4 - Newsletters, Non-Variable	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

INVOICE TO		SHIP TO	
PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST SE CHARLESTON US	WV25304	PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST, SE CHARLESTON US	WV 25304

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.2.5 - Postcards	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :



INVOICE TO	SHIP TO
PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST SE CHARLESTON                      WV25304 US	PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST, SE CHARLESTON                      WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.1.2.6 - Premium and Benefit Asst. Applications, Non-Variab	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

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

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 01/09/2020

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: 03/05/2020 @ 3:00 P.M.

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: Printing/Mailing Services  
BUYER: Melissa Pettrey, Senior Buyer  
SOLICITATION NO.: CRFQ PEI2000000004  
BID OPENING DATE: 03/16/2020  
BID OPENING TIME: 1:30 P.M.  
FAX NUMBER: 304-558-3970

Revised 01/09/2020

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 of 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:** 03/16/2020 @ 1:30 P.M.

**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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**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:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**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.



**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on UPON AWARD and extends for a period of ONE (1) year(s).

**Renewal Term:** This Contract may be renewed upon the 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 request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**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% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**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 **Section 5. Performance: 5.1**

**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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** 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. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**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.

**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. 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>.

**31. 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.

**32. 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.

**33. 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.



**34. 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.

**35. 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.

**36. 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.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, 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.

**38. 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"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. 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.

**40. 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).

**41. 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.

Revised 01/09/2020

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

**42. 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 heath, 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.

**43. 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.


**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**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.

Andrew "AJ" Farkus, Program Manager  
(Name, Title)  
Andrew "AJ" Farkus, Program Manager  
(Printed Name and Title)  
13710 Dunnings Highway, PO Box 373, Claysburg, PA 16625  
(Address)  
814-239-8787 ext. 1297/814-239-0029  
(Phone Number) / (Fax Number)  
andrew.farkus@npcweb.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.

NPC, INC.  
(Company)  
  
Government Bid & Proposal Manager  
(Authorized Signature) (Representative Name, Title)

Daniel W. Dainty, Government Bid & Proposal Manager  
(Printed Name and Title of Authorized Representative)

April 13, 2020  
(Date)

Phone: 814-239-8787 Fax: 814-239-0029  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
PRINTING/MAILING SERVICES

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Public Employees Insurance Agency (PEIA) to establish an open-end contract for printing and mailing services.
  
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 **“Business Associate”** means an entity that provides an administrative function and/or service on behalf of a covered entity as defined in 45 CFR §§164.502(E), 164.504(E), 164.532(D) and (E) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
  - 2.2 **“Contract Services”** means printing and mailing services.
  - 2.3 **“CRFQ”** means the official Centralized Request for Quotation published by the Purchasing Division.
  - 2.4 **“HIPAA”** means the Health Insurance Portability and Accountability act of 1996.
  - 2.5 **“PDF”** means Portable Document Format, the standard Adobe format for data information exchange.
  - 2.6 **“PEIA”** means the WV Public Employees Insurance Agency, a Covered Entity.
  - 2.7 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is attached and referred hereto as Exhibit “A”.
  - 2.8 **“OCR”** means Optical Character Recognition.
  - 2.9 **“USPS”** means United States Postal Service.
  
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.

REQUEST FOR QUOTATION  
PRINTING/MAILING SERVICES

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**3.1.1 Qualifications:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**3.1.1.1** Must possess the equipment for and have experience with printing and sorting at least three (3) projects within the past five (5) years with job volumes that range from approximately 30,000 to 135,000 pieces. Vendor should complete **Attachment B** and attach to submitted bid, as failure to do so may result in Vendor's bid being disqualified.

**3.1.1.2** Must possess the equipment for and have experience with printing and binding at least three (3) projects containing multiple page documents within the past five (5) years with job volumes that range from approximately 30,000 to 135,000 pieces.

**3.1.1.3** Must possess and have experience with enclosing, tabbing and bar-coding equipment on at least three (3) projects within the past five (5) years with job volumes that range from approximately 3,000 to 135,000 pieces, including a shown experience in presort capability for the purpose of obtaining postage discounts, e.g. pre-sorted standard, bulk, catalog, etc., in accordance with USPS regulations.

**3.1.1.4** Have experience with at least three (3) projects within the past five (5) years which are OCR compatible.

**3.1.1.5** Have sufficient staffing and operators capable of completing contract services contained within this CRFQ, including the identification of all subcontractors who may perform any of the scope of work related to this CRFQ.

**3.1.1.6** Must be able to receive and process large address files in common format(s), e.g. Excel, csv, etc. through a secure File Transfer Protocol site (SFTP).

**3.1.1.7** Must have experience providing printing services as a Business Associate of a Covered Entity as defined in 45 CFR §§164.502(e),

REQUEST FOR QUOTATION  
PRINTING/MAILING SERVICES

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164.504(e), 164.532(d) and (e) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

3.1.1.8 Vendor must sign the attached West Virginia State Government HIPAA Business Associate Addendum, **Attachment A**, and the corresponding Appendix A prior to award.

3.1.2 Contract Deliverables

3.1.2.1 Benefit Books

3.1.2.1.1 Paper Stock – Cover: 20# bond white paper (white) OR 50# offset paper white; Interior: 30# newsprint

3.1.2.1.2 Colors – Cover: Two (2) colors with full bleed on the front; Interior: Two Colors

3.1.2.1.3 Size - 8.5-inch x 11-inch finished book, variable number of pages; will include mailing address, PEIA's return address, and PEIA indicia

3.1.2.1.4 Finish and Binding - Saddle stitching on the 11-inch side

3.1.2.1.5 Job Time Frames:

3.1.2.1.5.1 File Confirmation - Vendor will confirm receipt of PEIA files within one (1) business day of PEIA sending notice that the files are available.

3.1.2.1.5.2 Proofing - Vendor will send PEIA one (1) hard copy proof and one (1) electronic proof within five (5) days of confirming receipt of the files. PEIA staff will review and make any necessary changes and/or corrections within three (3) business days of receiving both proofs.



**REQUEST FOR QUOTATION  
PRINTING/MAILING SERVICES**

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**3.1.2.1.5.3** Postage Estimate - Vendor will provide PEIA with an approximate postage amount at least two (2) days prior to mailing.

**3.1.2.1.5.4** Final Printing/Mailing - Vendor will deliver the completed documents (addressed and including the appropriate PEIA indicia) to the post office no later than ten (10) business days of receiving PEIA approval of the proofs. Vendor will notify PEIA of the delivery of the final product to the Post Office

**3.1.2.2 Letters, Variable**

**3.1.2.2.1** Paper Stock - 20# bond paper (white) OR 50# offset paper (white)

**3.1.2.2.2** Color - Black, 1/0 OR 1/1

**3.1.2.2.3** Size - 8.5-inch x 11-inch

**3.1.2.2.4** Finishing and Binding - Collating, folding, envelope stuffing; will include mailing address, PEIA's return address, and PEIA indicia

**3.1.2.2.5 Job Time Frame**

**3.1.2.2.5.1** File Confirmation - Vendor will confirm receipt of PEIA files within one (1) business day of PEIA sending notice that the files are available.

**3.1.2.2.5.2** Proofing - Vendor will send an electronic proof to PEIA within two (2) days of confirming receipt of the files. PEIA staff will review and make any necessary changes and/or corrections within one (1) business day.

**REQUEST FOR QUOTATION  
PRINTING/MAILING SERVICES**

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**3.1.2.2.5.3** Postage Estimate - Vendor will provide PEIA with an approximate postage amount at least two (2) days prior to mailing.

**3.1.2.2.5.4** Final Printing/Mailing - Vendor will deliver the completed documents (addressed and including the appropriate PEIA indicia) to the post office no later than five (5) business days of receiving PEIA approval of the proof unless PEIA approves of a different deadline in writing. Vendor will notify PEIA of the delivery of the final product to the Post Office.

**3.1.2.3 Letters, Non-Variable**

**3.1.2.3.1** Paper Stock - 20# bond paper (white) OR 50# offset paper (white)

**3.1.2.3.2** Color - Black, 1/0 OR 1/1

**3.1.2.3.3** Size - 8.5-inch x 11-inch

**3.1.2.3.4** Finish and Binding - Collating, folding, envelope stuffing; will include mailing address, PEIA's return address, and PEIA indicia

**3.1.2.3.5** Job Time Frame:

**3.1.2.3.5.1** File Confirmation - Vendor will confirm receipt of PEIA files within one (1) business day of PEIA sending notice that the files are available.

**3.1.2.3.5.2** Proofing - Vendor will send an electronic proof to PEIA within two (2) days of confirming receipt of the files. PEIA staff will review and make any necessary changes and/or corrections within one (1) business day.

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**3.1.2.3.5.3** Postage Estimate - Vendor will provide PEIA with an approximate postage amount at least two (2) days prior to mailing.

**3.1.2.3.5.4** Final Printing/Mailing - Vendor will deliver the completed documents (addressed and including the appropriate PEIA indicia) to the post office no later than five (5) business days of receiving PEIA approval of the proof. Vendor will notify PEIA of the delivery of the final product to the Post Office.

**3.1.2.4 Newsletters, Non-Variable**

**3.1.2.4.1** Paper Stock - 20# bond paper (white) OR 50# offset paper (white)

**3.1.2.4.2** Color - Black, 1/0

**3.1.2.4.3** Size – 11-inch x 17-inch finished size

**3.1.2.4.4** Finish and Binding – Folded and tabbed; will include mailing address, PEIA's return address, and PEIA indicia

**3.1.2.4.5** Job Time Frame:

**3.1.2.4.5.1** File Confirmation - Vendor will confirm receipt of PEIA files within one (1) business day of PEIA sending notice that the files are available.

**3.1.2.4.5.2** Proofing - Vendor will send an electronic proof to PEIA within two (2) days of confirming receipt of the files. PEIA staff will review and make any necessary changes and/or corrections within one (1) business day.

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**3.1.2.4.5.3 Postage Estimate** - Vendor will provide PEIA with an approximate postage amount at least two (2) days prior to mailing.

**3.1.2.4.5.4 Final Printing/Mailing** - Vendor will deliver the completed documents (addressed and including the appropriate PEIA indicia) to the post office no later than five (5) business days of receiving PEIA approval of the proof. Vendor will notify PEIA of the delivery of the final product to the Post Office.

**3.1.2.5 Postcards**

**3.1.2.5.1 Paper Stock** – 65# cover stock, variable colors (PEIA will choose from Vendor’s available colors for each job)

**3.1.2.5.2 Color** - Black, 1/1

**3.1.2.5.3 Size** - 6-inch x 9-inch

**3.1.2.5.4 Finish and Binding** - Postcards will include mailing address, PEIA return address, and PEIA indicia.

**3.1.2.5.5 Job Time Frame**

**3.1.2.5.5.1 File Confirmation** - Vendor will confirm receipt of PEIA files within one (1) business day of PEIA sending notice that the files are available.

**3.1.2.5.5.2 Proofing** - Vendor will send an electronic proof to PEIA within two (2) days of confirming receipt of the files. PEIA staff will review and make any necessary changes and/or corrections within one (1) business day.

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**3.1.2.5.5.3** Postage Estimate - Vendor will provide PEIA with an approximate postage amount at least two (2) days prior to mailing.

**3.1.2.5.5.4** Final Printing/Mailing - Vendor will deliver the completed documents (addressed and including the appropriate PEIA indicia) to the post office no later than five (5) business days of receiving PEIA approval of the proof. Vendor will notify PEIA of the delivery of the final product to the Post Office.

**3.1.2.6 Premium and Benefit Assistance Applications, Non-Variable**

**3.1.2.6.1** Paper Stock - 20# bond paper (white) OR 50# offset paper (white)

**3.1.2.6.2** Color - Black, 1/1

**3.1.2.6.3** Size – 25 ½-inch x 14-inch OR 17-inch x 14-inch

**3.1.2.6.4** Finish and Binding – Folded and tabbed; will include mailing address, PEIA's return address, and PEIA indicia

**3.1.2.6.5** Job Time Frame:

**3.1.2.6.5.1** File Confirmation - Vendor will confirm receipt of PEIA files within one (1) business day of PEIA sending notice that the files are available.

**3.1.2.6.5.2** Proofing - Vendor will send an electronic proof to PEIA within two (2) days of confirming receipt of the files. PEIA staff will review and make any necessary changes and/or corrections within one (1) business day.

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PRINTING/MAILING SERVICES**

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**3.1.2.6.5.3** Postage Estimate - Vendor will provide PEIA with an approximate postage amount at least two (2) days prior to mailing.

**3.1.2.6.5.4** Final Printing/Mailing - Vendor will deliver the completed documents (addressed and including the appropriate PEIA indicia) to the post office no later than five (5) business days of receiving PEIA approval of the proof. Vendor will notify PEIA of the delivery of the final product to the Post Office.

**3.1.3 Print Changes after Project Start**

**3.1.3.1** If an error is discovered after the Vendor has incurred cost on a project, PEIA will pay as follows (this does not include standard changes during the proof review stage of a project):

**3.1.3.1.1** Vendor Fault – PEIA will not pay for print corrections on a project that results solely from Vendor error

**3.1.3.1.2** PEIA Fault – PEIA will pay for the project cost incurred, not to exceed the final project cost based on the original job parameters.

**3.1.3.1.3** Vendor and PEIA Fault – PEIA will pay for half of the project cost incurred, not to exceed half of the final project cost based on the original job parameters

**3.1.3.2** If PEIA requests a job cancellation after the Vendor has incurred project costs, PEIA will pay for the project cost incurred not to exceed the final project cost based on the original job parameters.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as determined by the included

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chart of selected jobs which represent one previous year of PEIA's printing needs. This chart should not be used as a guarantee of PEIA's printing needs moving forward.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Grids (**Attachment C**) in their entirety as failure to do so may result in Vendor's bids being disqualified. Vendor should note that the Pricing Grids are intended to allow Vendor pricing at a large variety of quantity/page count options to account for the differences in printing costs at different quantity/page count levels. PEIA will use a chart, (**Attachment D**) of selected jobs and quantities, based on approximately one year of PEIA printing, to compare Vendor bids and award a contract to the lowest total price. The Award Comparison Chart is made available for vendor reference as **Attachment D**.

The Pricing Pages contain the Contract Items and varied purchase volumes. 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.

Vendor should electronically enter the information into the Pricing Grid as an electronic document.

- 5. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Service Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issue against this contract.
- 5.1** Vendor deliverable deadlines are provided in the specification for each project type. Failure of the Vendor to meet the specified mailing deadlines, unless PEIA has provided written approval, will result in a 5% decrease to the final project cost per day that the project exceeds the mailing deadline.
- 6. PAYMENT:** Agency shall pay as shown on the Pricing Grid, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 6.1** If an error is discovered after the Vendor has incurred cost on a project, PEIA will pay as follows (this does not include standard changes during the proof review stage of a project):

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- 6.1.1 Vendor Fault – PEIA will not pay for print corrections on a project that results solely from Vendor error
- 6.1.2 PEIA Fault – PEIA will pay for the project cost incurred, not to exceed the final project cost based on the original job parameters.
- 6.1.3 Vendor and PEIA Fault – PEIA will pay for half of the project cost incurred, not to exceed half of the final project cost based on the original job parameters
- 6.2 If PEIA requests a job cancellation after the Vendor has incurred project costs, PEIA will pay for the project cost incurred not to exceed the final project cost based on the original job parameters.

**7. DELIVERY AND RETURN:**

- 7.1 **Delivery Time:** Vendor delivery requirements are detailed in sections 3.1.2.1-3.1.2.6. Vendor shall ship all orders in accordance with the specified schedule and shall not hold orders until a minimum delivery quantity is met.
- 7.2 **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.

- 7.3 **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the nearest Post Office where the Agency has set up a mailing permit or 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 provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.



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**8. VENDOR DEFAULT:**

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

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

9.1 **Reports:** 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.

9.2 **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:** Andrew "AJ" Farkus  
**Telephone Number:** 814-239-8787 ext. 1297  
**Fax Number:** 814-239-0029  
**Email Address:** andrew.farkus@npcweb.com



## LETTERS, VARIABLE – 3.1.2.2

QUANTITY PAGES	1- 250	250- 500	501- 1,000	1,001- 1,500	1,501- 2,500	2,501- 5,000	5,001- 7,500	7,501- 10,000	10,001- 15,000	15,001- 20,000	20,001- 25,000	25,001- 30,000	30,001- 35,000	35,001- 40,000	40,001- 45,000	45,001- 50,000	50,001- 55,000	55,001- 60,000	60,001- 65,000	65,001- 70,000	70,001- 75,000	75,001- 80,000	80,001- 85,000	85,001- 90,000	90,001- 95,000	95,001- 100,000	100,001- 150,000+	
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UNIT MEASUREMENT (I.E. HUNDREDS, THOUSANDS)																												
ADDITIONAL PERCENTAGE FOR TWO COLORS (1/1)																												

## LETTERS, NON-VARIABLE – 3.1.2.3

QUANTITY	1-250	250-500	501-1,000	1,001-1,500	1,501-2,500	2,501-5,000	5,001-7,500	7,501-10,000	10,001-15,000	15,001-20,000	20,001-25,000	25,001-30,000	30,001-35,000	35,001-40,000	40,001-45,000	45,001-50,000	50,001-55,000	55,001-60,000	60,001-65,000	65,001-70,000	70,001-75,000	75,001-80,000	80,001-85,000	85,001-90,000	90,001-95,000	95,001-100,000	100,000+	
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UNIT MEASUREMENT (I.E. HUNDREDS, THOUSANDS)																												
ADDITIONAL PERCENTAGE FOR TWO COLORS (1/1)																												

## NEWSLETTERS, NON-VARIABLE – 3.1.2.4

QUANTITY PAGES	1- 250	250- 500	501- 1,000	1,001- 1,500	1,501- 2,500	2,501- 5,000	5,001- 7,500	7,501- 10,000	10,001- 15,000	15,001- 20,000	20,001- 25,000	25,001- 30,000	30,001- 35,000	35,001- 40,000	40,001- 45,000	45,001- 50,000	50,001- 55,000	55,001- 60,000	60,001- 65,000	65,001- 70,000	70,001- 75,000	75,001- 80,000	80,001- 85,000	85,001- 90,000	90,001- 95,000	95,001- 100,000	100,000+		
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UNIT MEASUREMENT (I.E. HUNDREDS, THOUSANDS)																													
ADDITIONAL PERCENTAGE FOR TWO COLORS (1/1)																													

## POSTCARDS – 3.1.2.5

QUANTITY	1 – 250	250 – 300	301 – 1,000	1,001 – 1,500	1,501 – 2,500	2,501 – 3,000	3,001 – 7,500	7,501 – 10,000	10,001 – 15,000	15,001 – 20,000	20,001 – 25,000	25,001 – 30,000	30,001 – 35,000	35,001 – 40,000	40,001 – 45,000	45,001 – 50,000	50,001 – 55,000	55,001 – 60,000	60,001 – 65,000	65,001 – 70,000	70,001 – 75,000	75,001 – 80,000	80,001 – 85,000	85,001 – 90,000	90,001 – 95,000	95,001 – 100,000	100,000+	
UNIT MEASUREMENT (I.E. HUNDREDS, THOUSANDS)																												

## PREMIUM AND BENEFIT ASSISTANCE APPLICATIONS – 3.1.2.6

QUANTITY	1- 250	250- 500	501- 1,000	1,001- 1,500	1,501- 2,500	2,501- 5,000	5,001- 7,500	7,501- 10,000	10,001- 15,000	15,001- 20,000	20,001- 25,000	25,001- 30,000	30,001- 35,000	35,001- 40,000	40,001- 45,000	45,001- 50,000	50,001- 55,000	55,001- 60,000	60,001- 65,000	65,001- 70,000	70,001- 75,000	75,001- 80,000	80,001- 85,000	85,001- 90,000	90,001- 95,000	95,001- 100,000	100,000+
PAGES																											
2 DOUBLE SIDED																											
UNIT MEASUREMENT (I.E. HUNDREDS, THOUSANDS)																											

**ATTACHMENT B**

**VENDOR QUALIFICATIONS AND EXPERIENCE**

<b>Reference #1 Name:</b>	Maryland Department of Budget and Management
<b>Contact person:</b>	Shirleen Moore
<b>Position:</b>	Special Project Manager
<b>Address:</b>	301 West Preston Street, Room 510
<b>City, State Zip:</b>	Baltimore, MD 21201
<b>Telephone Number:</b>	410-767-4690
<b>Fax Number:</b>	
<b>E-mail address:</b>	Shirleen.Moore@maryland.gov
<b>Project Name:</b>	Printing, Distribution & Fulfillment of Benefit Information
<b>Project Description - please provide details of the project, e.g. did the project involve bar coding, pre-sorting, binding, mailing(s), tabbing, etc.</b>	Printing and distribution of open enrollment materials, regulatory health benefits communications, and federally required forms for State of Maryland employees and retirees. NPC provides as-needed graphic design services, as well as printing, mailing and fulfillment of over 120,000 annual and monthly benefits packages, including: benefits guides, enrollment forms and packets, benefits statements, rate sheets, envelopes, plus other specially-requested print communications materials. Also print and mail annual 1095 notices and weekly COBRA notices. Books are saddle bound, some packages are sealed with tabs, and special barcodes are added for secure tracking and identification.
<b>Project date(s):</b>	January 2018 - current
<b>Total Number of Pieces:</b>	A little over 1,850,000 individual pieces per year.
<b>List any and/or all subcontractors who were assigned to the scope of work. If no subcontractor(s) were used, state that, "All work was performed by the vendor."</b>	All work was performed by the vendor.



<b>Reference #2 Name:</b>	Virginia Retirement System
<b>Contact person:</b>	Alex Betancourt
<b>Position:</b>	Benefits Disbursement Supervisor
<b>Address:</b>	1200 East Main Street
<b>City, State Zip:</b>	Richmond, VA 23219
<b>Telephone Number:</b>	888-827-3847
<b>Fax Number:</b>	
<b>E-mail address:</b>	abetancourt@varetire.gov
<b>Project Name:</b>	Printing and mailing services
<b>Project Description - please provide details of the project, e.g. did the project involve bar coding, pre-sorting, binding, mailing(s), tabbing, etc.</b>	<p>NPC handles and processes personal/sensitive information for members of the Virginia Retirement System. We print and mail tax forms 1099's and W-2's annually and Benefit Change notices twice per year, all as pressure-sealed self-mailers. We also send Monthly Health Credit postcards. All PDF files of processed and mailed documents are forwarded to the customer via secure FTP. All files are presorted for postal discount.</p> <p>NPC was also required to submit a "Security Questionnaire" and have our security standards approved by the Virginia Information Technologies Agency (VITA) before beginning work on the contract.</p>
<b>Project date(s):</b>	February 2018 - current
<b>Total Number of Pieces:</b>	Approximately 611,000 mailers per year plus return files
<b>List any and/or all subcontractors who were assigned to the scope of work. If no subcontractor(s) were used, state that, "All work was performed by the vendor."</b>	All work was performed by the vendor.

<b>Reference #3 Name:</b>	New York Department of Health
<b>Contact person:</b>	Tania Tinley
<b>Position:</b>	Office of Health Insurance Programs
<b>Address:</b>	One Commerce Drive
<b>City, State Zip:</b>	Albany, NY 12237
<b>Telephone Number:</b>	518-486-1042
<b>Fax Number:</b>	
<b>E-mail address:</b>	Tania.Tinley@health.ny.gov
<b>Project Name:</b>	Print and mail opt-out notices
<b>Project Description - please provide details of the project, e.g. did the project involve bar coding, pre-sorting, binding, mailing(s), tabbing, etc.</b>	<p>NPC mailed approximately 2.4 million "Opt-out" notices for the Department of Health. Any return mail (about 10% of the original mailing) was opened and scanned and reprocessed -- with address correction -- to mail a second time. NPC added a unique barcode to each piece so that it could be tracked accurately and securely. All mail was presorted and postage was paid for by NPC and later reimbursed by the agency.</p> <p>In order to start this project, NPC's physical and data security structure was reviewed in a series of "workbooks" by the New York State Technology Enterprise Corporation (NYSTEC). This was a several month process that required several rounds of review.</p>
<b>Project date(s):</b>	January 2018 to October 2019
<b>Total Number of Pieces:</b>	Over 2.64 million pieces mailed and processed.
<b>List any and/or all subcontractors who were assigned to the scope of work. If no subcontractor(s) were used, state that, "All work was performed by the vendor."</b>	All work was performed by the vendor.

## Attachment C

### WV STATE GOVERNMENT

#### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

#### **4. Addendum Administration.**

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents



and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### 5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: \_\_\_\_\_

Name of Associate: Daniel W. Dainty

Signature: \_\_\_\_\_

Signature: 


Title: \_\_\_\_\_

Title: Government Bid & Proposal Manager

Date: \_\_\_\_\_

Date: April 13, 2020

Form - WVBAA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26<sup>th</sup>  
DAY OF Jan 20 13  
  
Patrick Morrisey  
Attorney General  
BY \_\_\_\_\_

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

## Appendix A

**Name of Associate:**  NPC, INC.  hereafter referred to as the Print Vendor

**Name of Covered Entity Agency(ies):** The West Virginia Public Employees Insurance Agency (PEIA), ACCESS West Virginia (the Office of the West Virginia Insurance Commissioner – ACCESS WV), and the West Virginia Children’s Health Insurance Program (WV CHIP)

Describe the PHI. If not applicable please indicate the same.

Per 45 CFR, Part 160.103

Health information means any information, whether oral or recorded in any form or medium, that:

- (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:

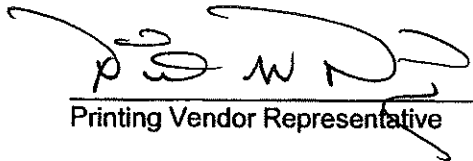
- (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - (i) That identifies the individual; or
  - (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected health information means individually identifiable health information:

- (1) Except as provided in paragraph (2) of this definition, that is:
  - (i) Transmitted by electronic media;
  - (ii) Maintained in electronic media; or
  - (iii) Transmitted or maintained in any other form or medium.

The information provided to the Business Associate, pursuant to the Agreement for the purpose(s) of providing printing services and management to the Plan(s) will include the minimum necessary to perform the services thereunder and will specifically include, but may not be limited to:

- a) PEIA member/policy holder name(s) and address(es) needed to print and mail Plan document(s) and/or communication(s) pieces.
- b) PEIA member/dependent name(s) and address(es) needed to print and mail Plan document(s), Plan Information, post cards, confirmation letters, and/or other communication(s) pieces on an as needed basis.
- c) PEIA policy member and/or dependent policy numbers that will be converted into a bar code format and/or other cipher format for use in bar coding and/or optical character recognition required print job(s).
- d) Such member name(s) and/or address(es) may be attached to specific situations, and/or certain medical condition(s), and/or attached to participation in certain wellness and/or health promotion activities, e.g. communication(s) pieces such as, but not necessarily limited to: diabetes, weight management, eligibility, retirement, prescription benefits, etc.

  
\_\_\_\_\_  
Printing Vendor Representative

April 13, 2020  
\_\_\_\_\_  
Date

**Attachment D**

	Pages	Quantity	Unit	Unit Cost	Total
LETTER, NON-VARIABLE	3 SINGLE SIDED	4,000			
LETTER, VARIABLE	2 SINGLE SIDED	53,000			
LETTER, VARIABLE	3 SINGLE SIDED	20,500			
LETTER, VARIABLE	4 SINGLE SIDED	65,000			
BENEFIT BOOK	25-28 + COVER	36,000			
BENEFIT BOOK	61-64 + COVER	71,000			
BENEFIT BOOK	65-68 + COVER	10,000			
LETTER, VARIABLE	1 SINGLE SIDED	74,000			
PREMIUM AND BENEFIT ASSISTANCE APPLICATIONS	2 DOUBLE SIDED	6,200			
PREMIUM AND BENEFIT ASSISTANCE APPLICATIONS	2 DOUBLE SIDED	41,000			
LETTER, VARIABLE	1 SINGLE SIDED	61,000			
LETTER, VARIABLE	1 SINGLE SIDED	5,750			
LETTER, VARIABLE	1 Double sided	33,500			
LETTER, VARIABLE	1 SINGLE SIDED	1,200			
LETTER, VARIABLE	1 SINGLE SIDED	1,900			
LETTER, NON-VARIABLE	1 SINGLE SIDED	1,100			
LETTER, VARIABLE	1 SINGLE SIDED	1,640			
BENEFIT BOOK	113-116 + COVER	80,000			
LETTER, VARIABLE	2 SINGLE SIDED	600			
BENEFIT BOOK	105-108 + COVER	1,500			
LETTER, VARIABLE	1 SINGLE SIDED	1,500			
BENEFIT BOOK	15-19 PAGES + COVER	47,000			
BENEFIT BOOK	15-19 PAGES + COVER	10,000			
POSTCARD	N/A	9,100			
POSTCARD	N/A	99,000			
NEWSLETTERS	4 PAGES	62,000			

Estimated Total Annual Cost \$

**\*\*ALL QUANTITIES LISTED ARE ESTIMATES ONLY, AND ARE SUBJECT TO CHANGE AT ANY TIME. AS SUCH, ESTIMATES CAN NOT BE USED AS A GUARANTEE OF WORK THAT WILL BE REQUESTED OF THE VENDOR\*\***

**\*FOR AGENCY USE ONLY\***

**Vendors should not enter pricing here**

**BENEFIT BOOKS - 3.1.2.1**

QUANTITY PAGES	1-1,000	1,001-1,500	1,501-2,500	2,501-5,000	5,001-7,500	7,501-10,000	10,001-15,000	15,001-20,000	20,001-25,000	25,001-30,000	30,001-35,000	35,001-40,000	40,001-45,000	45,001-50,000	50,001-55,000	55,001-60,000	60,001-65,000	65,001-70,000	70,001-75,000	75,001-80,000	80,001-85,000	85,001-90,000	90,001-95,000	95,001-100,000	100,000+
1-8 + COVER	799	799	601	435	318	271	244	211	191	176	171	168	165	163	161	159	157	155	154	153	151	150	149	148	147
9-12 + COVER	806	806	605	440	324	276	249	215	196	181	176	172	170	168	165	163	162	160	158	157	156	154	153	153	151
13-16 + COVER	819	819	619	449	331	282	255	221	200	185	181	178	175	172	170	168	166	165	163	162	160	159	158	157	156
17-20 + COVER	927	927	691	495	354	301	270	233	210	194	189	185	182	179	177	175	173	171	169	168	166	165	164	163	162
21-24 + COVER	940	940	699	503	362	307	275	238	216	199	194	190	187	184	182	179	177	176	174	172	171	170	168	168	167
25-28 + COVER	954	954	709	512	368	312	281	243	220	204	199	195	191	189	186	184	182	181	179	177	176	174	173	173	172
29-32 + COVER	961	961	719	518	373	318	286	249	225	209	204	200	196	194	191	189	187	185	184	182	180	179	178	177	176
33-36 + COVER	1075	1075	795	566	401	338	302	260	236	218	212	208	204	201	198	196	194	191	190	188	186	185	183	184	182
37-40 + COVER	1082	1082	800	572	405	343	307	265	241	223	217	212	208	205	203	200	198	196	194	193	191	189	188	188	187
41-44 + COVER	1096	1096	808	577	410	348	312	270	245	228	222	217	213	210	208	205	203	201	199	197	196	194	193	193	192
45-48 + COVER	1096	1096	813	584	416	353	317	275	250	233	227	222	218	215	212	210	208	205	204	202	200	199	197	198	196
49-52 + COVER	1297	1297	952	667	468	397	357	311	283	263	256	251	246	243	240	237	235	232	230	228	226	225	223	224	222
53-56 + COVER	1310	1310	961	675	476	403	361	316	288	268	261	256	251	248	245	242	239	237	235	233	231	229	228	228	227
57-60 + COVER	1324	1324	971	684	482	409	368	321	292	273	266	261	256	253	249	247	244	242	240	238	236	234	232	233	231
61-64 + COVER	1324	1324	975	687	488	414	372	326	297	278	271	265	261	257	254	251	249	246	244	242	240	239	237	238	236
65-68 + COVER	1431	1431	1047	733	511	432	387	337	307	286	279	273	268	264	261	258	255	252	250	248	246	244	243	244	242
69-72 + COVER	1444	1444	1056	741	519	438	392	342	313	292	284	278	273	269	266	262	260	257	255	253	251	249	247	248	247
73-76 + COVER	1459	1459	1066	750	525	444	399	347	317	297	289	283	278	274	270	267	265	262	260	258	256	254	252	253	251
77-80 + COVER	1466	1466	1075	756	530	450	403	353	322	301	294	287	282	279	275	272	269	267	264	262	260	258	257	258	256
81-84 + COVER	1579	1579	1151	804	558	469	419	364	333	310	302	295	290	286	282	279	276	273	271	268	266	264	262	264	262
85-88 + COVER	1587	1587	1156	810	562	474	424	369	338	315	307	300	295	290	287	283	281	278	275	273	271	269	267	269	267
89-92 + COVER	1600	1600	1165	816	568	480	430	374	342	320	312	305	299	295	292	288	285	282	280	278	276	274	272	273	272
93-96 + COVER	1600	1600	1170	822	574	485	434	379	347	325	317	309	304	300	296	293	290	287	284	282	280	278	276	278	276
97-100 + COVER	1801	1801	1309	905	625	528	474	415	379	355	346	338	332	328	324	320	317	314	311	309	306	304	302	304	302
101-104 + COVER	1808	1808	1314	911	632	533	478	420	385	360	351	343	337	333	329	325	322	319	316	313	311	309	307	309	307
105-108 + COVER	1815	1815	1318	917	639	538	484	424	390	365	356	348	342	337	333	329	326	323	320	318	316	314	311	313	311
109-112 + COVER	1828	1828	1332	925	646	545	489	430	394	370	361	353	347	342	338	334	331	328	325	323	320	318	316	318	316
113-116 + COVER	1936	1936	1403	971	669	563	505	442	404	379	369	360	354	349	345	341	337	334	331	329	326	324	322	324	322
117-120 + COVER	1949	1949	1412	979	677	569	509	446	409	384	374	365	359	354	350	345	342	339	336	333	331	329	326	329	327
121-124 + COVER	1963	1963	1422	988	683	575	516	452	414	389	378	370	364	359	354	350	347	344	341	338	336	333	331	334	331
125-128 + COVER	1970	1970	1432	994	688	581	521	457	419	394	383	375	369	364	359	355	352	348	345	343	340	338	336	338	336
129-132 + COVER	2084	2084	1508	1042	716	600	536	469	430	403	392	383	376	371	366	362	358	355	352	349	346	344	341	344	342
133-136 + COVER	2091	2091	1513	1048	720	605	541	474	435	407	397	388	381	375	371	366	363	359	356	353	351	348	346	349	347
137-140 + COVER	2105	2105	1521	1054	725	611	547	479	439	413	401	392	385	380	376	371	368	364	361	358	356	353	351	354	351

UNIT MEASUREMENT (I.E. HUNDREDS, THOUSANDS)      THOUSANDS

LETTERS, VARIABLE - 3.1.2.2

QUANTITY PAGES	1-250	251-500	501-1,000	1,001-1,500	1,501-2,500	2,501-5,000	5,001-7,500	7,501-10,000	10,001-15,000	15,001-20,000	20,001-25,000	25,001-30,000	30,001-35,000	35,001-40,000	40,001-45,000	45,001-50,000	50,001-55,000	55,001-60,000	60,001-65,000	65,001-70,000	70,001-75,000	75,001-80,000	80,001-85,000	85,001-90,000	90,001-95,000	95,001-100,000	100,000+
1 SINGLE SIDED	420	420	420	420	288	187	139	123	115	107	103	101	99	98	97	96	96	95	95	95	94	94	94	94	94	93	93
2 SINGLE SIDED	425	425	425	425	294	195	148	132	124	116	112	109	108	106	106	105	104	104	104	103	103	103	103	102	102	102	102
3 SINGLE SIDED	430	430	430	430	299	204	156	140	132	124	120	118	116	115	114	113	113	112	112	112	112	111	111	111	111	111	111
4 SINGLE SIDED	436	436	436	436	304	213	165	149	141	133	129	126	125	124	123	122	122	121	121	120	120	123	122	127	119	119	119
5 SINGLE SIDED	441	441	441	441	310	221	173	157	149	141	137	135	623	132	131	131	130	130	129	129	129	129	128	128	128	128	128
6 SINGLE SIDED	446	446	446	446	315	230	182	166	158	150	146	144	142	141	140	139	139	138	138	138	137	137	137	137	137	136	136
7 SINGLE SIDED	452	452	452	452	320	238	191	175	167	159	155	152	151	149	149	148	147	147	147	146	146	146	146	145	145	145	145
8 SINGLE SIDED	457	457	457	457	326	247	199	183	175	167	163	161	159	158	157	156	156	155	155	155	155	154	154	154	154	154	154
1 DOUBLE SIDED	420	420	420	420	289	188	140	124	116	108	104	101	100	98	98	97	96	96	96	95	95	95	95	94	94	94	94
2 DOUBLE SIDED	426	426	426	426	295	197	149	133	125	117	113	111	109	108	107	106	106	105	105	105	104	104	104	104	104	103	103
3 DOUBLE SIDED	432	432	432	432	301	206	158	142	134	126	122	120	118	117	116	115	115	114	114	114	114	113	113	113	113	113	113
4 DOUBLE SIDED	438	438	438	438	307	216	168	152	144	136	132	129	128	126	126	125	124	124	124	123	123	123	123	122	122	122	122
5 DOUBLE SIDED	445	445	445	445	313	225	177	161	153	145	141	138	137	136	135	134	134	133	133	133	132	132	132	132	131	131	131
6 DOUBLE SIDED	451	451	451	451	319	234	186	170	162	154	150	148	146	145	144	144	143	143	142	142	142	141	141	141	141	141	141
7 DOUBLE SIDED	457	457	457	457	325	243	195	179	171	163	159	157	155	154	153	153	152	152	151	151	151	151	150	150	150	150	150
8 DOUBLE SIDED	463	463	463	463	331	253	205	189	181	173	169	166	165	164	163	162	162	161	161	160	160	160	160	159	159	159	159

UNIT MEASUREMENT (I.E. HUNDREDS, THOUSANDS)	THOUSANDS
ADDITIONAL PERCENTAGE FOR TWO COLORS (1/1)	1



**LETTERS, NON-VARIABLE - 3.1.2.3**

QUANTITY PAGES	1-250	251-500	501-1,000	1,001-1,500	1,501-2,500	2,501-5,000	5,001-7,500	7,501-10,000	10,001-15,000	15,001-20,000	20,001-25,000	25,001-30,000	30,001-35,000	35,001-40,000	40,001-45,000	45,001-50,000	50,001-55,000	55,001-60,000	60,001-65,000	65,001-70,000	70,001-75,000	75,001-80,000	80,001-85,000	85,001-90,000	90,001-95,000	95,001-100,000	100,000+
1 SINGLE SIDED	420	420	420	420	288	187	139	123	115	107	103	101	99	98	97	96	96	95	95	95	94	94	94	94	94	93	93
2 SINGLE SIDED	425	425	425	425	294	195	148	132	124	116	112	109	108	106	106	105	104	104	104	103	103	103	103	102	102	102	102
3 SINGLE SIDED	430	430	430	430	299	204	156	140	132	124	120	118	116	115	114	113	113	112	112	112	112	111	111	111	111	111	111
4 SINGLE SIDED	436	436	436	436	304	213	165	149	141	133	129	126	125	124	123	122	122	121	121	120	120	123	122	127	119	119	119
5 SINGLE SIDED	441	441	441	441	310	221	173	157	149	141	137	135	623	132	131	131	130	130	129	129	129	129	128	128	128	128	128
6 SINGLE SIDED	446	446	446	446	315	230	182	166	158	150	146	144	142	141	140	139	139	138	138	138	137	137	137	137	137	136	136
7 SINGLE SIDED	452	452	452	452	320	238	191	175	167	159	155	152	151	149	149	148	147	147	147	146	146	146	146	145	145	145	145
8 SINGLE SIDED	457	457	457	457	326	247	199	183	175	167	163	161	159	158	157	156	156	155	155	155	155	154	154	154	154	154	154
1 DOUBLE SIDED	420	420	420	420	289	188	140	124	116	108	104	101	100	98	98	97	96	96	96	95	95	95	95	94	94	94	94
2 DOUBLE SIDED	426	426	426	426	295	197	149	133	125	117	113	111	109	108	107	106	106	105	105	105	104	104	104	104	104	103	103
3 DOUBLE SIDED	432	432	432	432	301	206	158	142	134	126	122	120	118	117	116	116	115	115	114	114	114	113	113	113	113	113	113
4 DOUBLE SIDED	438	438	438	438	307	216	168	152	144	136	132	129	128	126	126	125	124	124	124	123	123	123	123	122	122	122	122
5 DOUBLE SIDED	445	445	445	445	313	225	177	161	153	145	141	138	137	136	135	134	134	133	133	133	132	132	132	132	131	131	131
6 DOUBLE SIDED	451	451	451	451	319	234	186	170	162	154	150	148	146	145	144	144	143	143	142	142	142	141	141	141	141	141	141
7 DOUBLE SIDED	457	457	457	457	325	243	195	179	171	163	159	157	155	154	153	153	152	152	151	151	151	151	150	150	150	150	150
8 DOUBLE SIDED	463	463	463	463	331	253	205	189	181	173	169	166	165	164	163	162	162	161	161	160	160	160	160	159	159	159	159

UNIT MEASUREMENT (I.E. HUNDREDS, THOUSANDS)	THOUSANDS
ADDITIONAL PERCENTAGE FOR TWO COLORS (1/1)	1

NEWSLETTERS, NON-VARIABLE - 3.1.2.4																								
QUANTITY PAGES	1-250	251-500	501-1,000	1,001-1,500	1,501-2,500	2,501-5,000	5,001-7,500	7,501-10,000	10,001-15,000	15,001-20,000	20,001-25,000	25,001-30,000	30,001-35,000	35,001-40,000	40,001-45,000	45,001-50,000	50,001-55,000	55,001-60,000	60,001-65,000	65,001-70,000	70,001-75,000	75,001-80,000	80,001-85,000	85,001-90,000
1 DOUBLE SIDED	1477	1477	1477	1477	1105	808	583	477	414	345	301	268	260	255	250	246	242	239	236	233	230	228	225	223
2 DOUBLE SIDED	1694	1694	1694	1694	1250	906	680	580	515	438	384	348	339	331	325	320	315	311	307	304	300	297	294	293
3 DOUBLE SIDED	1771	1771	1771	1771	1307	947	716	611	546	465	411	372	362	354	348	343	338	334	329	326	298	319	316	315
4 DOUBLE SIDED	1778	1778	1778	1778	1313	951	724	618	555	474	421	381	371	364	358	352	347	343	339	335	285	329	326	324
5 DOUBLE SIDED	2087	2087	2087	2087	1540	1121	851	728	654	562	502	458	447	438	431	425	419	414	410	405	377	398	395	394
6 DOUBLE SIDED	2198	2198	2198	2198	1620	1185	897	768	690	596	536	492	480	471	463	457	451	446	442	437	433	429	426	426
7 DOUBLE SIDED	2259	2259	2259	2259	1677	1231	935	802	724	628	567	522	509	500	492	485	480	474	470	465	461	457	453	453
8 DOUBLE SIDED	2275	2275	2275	2275	1701	1252	955	821	744	647	586	541	528	519	511	504	499	493	489	484	480	476	472	472

UNIT MEASUREMENT (I.E. HUNDREDS, THOUSANDS)	THOUSANDS
ADDITIONAL PERCENTAGE FOR TWO COLORS (1/1)	1

POSTCARDS - 3.1.2.5																								
QUANTITY	1-250	251-500	501-1,000	1,001-1,500	1,501-2,500	2,501-5,000	5,001-7,500	7,501-10,000	10,001-15,000	15,001-20,000	20,001-25,000	25,001-30,000	30,001-35,000	35,001-40,000	40,001-45,000	45,001-50,000	50,001-55,000	55,001-60,000	60,001-65,000	65,001-70,000	70,001-75,000	75,001-80,000	80,001-85,000	85,001-90,000
	407	407	407	243	188	144	111	100	95	89	86	85	84	83	82	82	81	81	81	81	80	80	80	80
UNIT MEASUREMENT (I.E. HUNDREDS, THOUSANDS)	THOUSANDS																							

**PREMIUM AND BENEFIT ASSISTANCE APPLICATIONS - 3.1.2.6**

QUANTITY PAGES	1-250	251-500	501-1,000	1,001-1,500	1,501-2,500	2,501-5,000	5,001-7,500	7,501-10,000	10,001-15,000	15,001-20,000	20,001-25,000	25,001-30,000	30,001-35,000	35,001-40,000	40,001-45,000	45,001-50,000	50,001-55,000	55,001-60,000	60,001-65,000	65,001-70,000	70,001-75,000	75,001-80,000	80,001-85,000	85,001-90,000
2 DOUBLE SIDED	1235	1235	1235	1235	960	753	602	521	467	398	352	317	310	258	299	295	291	287	284	281	278	275	273	271

UNIT MEASUREMENT (I.E. HUNDREDS, THOUSANDS)	THOUSANDS
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**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: PEI2000000004**

**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:**

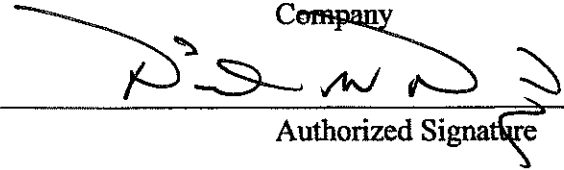
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <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 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.

NPC, INC.

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

4-13-2020

\_\_\_\_\_  
Date

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