



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

Request for Quotation

RFQ NUMBER
DNR70147

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BUYER 32
 304-558-0492**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/25/2006				

BID OPENING DATE: **06/07/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50		
<p>WONDERFUL WEST VIRGINIA MAGAZINE</p> <p>TO PROVIDE PRINTING AND MAILING OF "WONDERFUL WEST VIRGINIA" MAGAZINE PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD 5/16/06 AT 1:00 PM IN THE STATE CAPITOL COMPLEX, BUILDING 3, ROOM 674. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN DISQUALIFICATION OF THE BID.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS
(REQUEST FOR QUOTATION) RFQ AND (REQUEST FOR PROPOSAL) RFP**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230



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<p>FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p>						

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<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMU 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p> <p>STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 32</p>						

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RFQ. NO.: DNR70147 BID OPENING DATE AND TIME PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ DNR70147 ***** TOTAL: _____						

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BLANKET CONTRACT

Successful contractor shall provide all labor, materials, equipment and supplies for printing and mailing of the "Wonderful West Virginia" magazine for the State of West Virginia, Division of Natural Resources (DNR) as per the following specifications. Vendor shall not subcontract the actual printing and binding of the magazine or broker the actual printing and binding. Quality of printing shall be premier. Vendor must submit samples of previous printing of a monthly magazine that demonstrates ability to produce premier quality, printing and binding of equal or better quality than the current "Wonderful West Virginia" magazine being produced. "Wonderful West Virginia" is renowned for its pictorial stories; therefore emphasis is placed on the quality of four to six color photographs, as well as black and whites. The layout, typesetting, and fonts available for printing are of the utmost importance. Samples shall be a minimum of 32 pages with cover and have been printed and bound on the equipment that will be used to perform this contract. Additional samples of photographic printing may also be provided. The vendor must have been in the printing business for a minimum of five (5) years and have successfully printed a monthly magazine for subscription for a minimum of two (2) years. References should be submitted with the bid as proof of ability to successfully print a monthly magazine for subscription and distribution. A copy of the vendor's latest annual report or other documentation should be included with the bid as proof of the minimum number of years in the printing business. No contract will be awarded until such documentation is received by the State Purchasing Division.

Frequency of publication: twelve (12) issues per year.

Option: Special issues or additional covers in excess of twelve (12) as requested by the magazine section. Any additional charges for these printing options must be indicated in bid or it will be understood that costs are the same as bid.

Quantity: 60,000 per month, base **Size:** 8.5" x 11" full

Number of pages: 32 pages base inside plus cover, 4 pages. Optional eight-page signatures may be requested for special issues.

Aquaious coating is to be applied to outside front and back covers. UV may be substituted for aquaious coating.

Printing paper: inside pages are to be 70 lb. Fortune gloss, or equal. **Cover** is to be 7 PT 80 lb. Cover gloss, or equal.

Any proposed paper substitution must be stated in the bid. Failure of the bidder to provide alternate paper samples within two weeks (14 calendar days) of request from the State Purchasing Division will be cause for rejection of the bid. Alternate paper samples may be submitted with the bid(s).

Ink: four color process color available throughout, fifth and sixth color may be required at the editor's discretion.

Color and in-house photographic specifications: six colors plus in-line coating and photographic studio work must be available by the printer for all covers and inside pages. At the direction of the editor, the printer shall print black-and-whites or duotones for additional photos, screens, bars, etc. location and page numbers will be specified by the editor for each edition. Printer is responsible for providing and paying for the specified pages of color separations.

The editor or design firm will provide the printer with color transparencies, usually 6 x 7 centimeter or 35mm; photographs, and occasionally, artwork to be scanned at 400dpi. The printer will save the scans to CD ROM and send to the editor or design firm for placement. The editor or design firm will then provide a complete layout on CD Rom. Printer will then provide iris proofs (color proofs) to editor. Editor will check iris proofs and printer will make corrections. Printer shall produce dylux proof (blueline) and submit to editor to check for errors. If errors are found at this point "Wonderful West Virginia" magazine is responsible for charges for new film.

Printing process: sheet-fed offset lithography **or equal**. Quality of the publication is the primary concern.

Binding: saddle stitched, 11" way with two long crown 5/8" stitches.

Editorial assistance: successful bidder must have professional staff, including professional layout person and qualified proofreader, to furnish consultation services to the editor.

The printer is required to designate one contact person who will be responsible for assuring that all functions of magazine production and mailing are maintained under the terms of the contract, and with whom magazine staff members may deal throughout the production of the magazine to handle daily details or help resolve any problems that arise. The contact person must be readily available to the magazine staff on a daily basis. Successful vendor shall notify magazine staff members if contact person must be changed for any reason.

Color separations

Litho preparation: the editor will supply the different color transparencies per issue, number to be at the discretion of the editor. Printer shall be held responsible for color separations.

All color photos must be separated by laser scanning @ 400 dpi. Each photo must have its own separation - - absolutely no "gang separating." Laser scans will then be mailed on CD ROM to the editor (or designer) for input into the final computer layout.

Printer's facility must have the capabilities to digitally correct scanned film and art work. The capabilities must include photo retouching, color corrections, airbrushing, tints, vignettes, color trapping, masking, super-imposition, and close cropping. Prepress systems should be Macintosh compatible.

Duotones: the editor will furnish black-and-white glossy photographs for duotone reproduction which can employ any or all of the process colors. Black & white photographs processed as color.

"Wonderful West Virginia" is a "showpiece" magazine. **Printing must be premier quality.** Non-quality work is unacceptable and will be grounds for cancellation of the contract.

All slides, transparencies, photographs, and art work shall be returned to the editor within one week after each issue is printed. All color separations and proofs shall become the property of the spending unit. (Printer is to store all material used in the publication, during the life of the contract.)

The vendor shall be liable for any damage to photo transparencies or art work while in their possession or control, i.e., while at their or their plant or while in transit from their plant to the state.

A transaction record form will be signed by the vendor or the vendor's representative and the editor or the editor's representative for these transactions:

1) Printer received color transparencies, photographs or artwork for scanning; 2) printer to save scans to CD ROM and return to design firm or editor; 3) complete layout of magazine provided by editor or design firm on CD ROM to printer; 4) printer to provide iris proofs to editor; 5) Iris proofs will be checked, corrections marked and returned to printer to make necessary corrections; 6) printer will produce dylux proof (blue line) and provide to editor to check for errors. If errors are found at this stage "Wonderful West Virginia" magazine will pay for charges for new film; and 7) magazine to be printed and distributed.

Editorial alterations either in text or layout on final proofs shall be paid by the state of West Virginia in accordance with the following conditions: changes in text must be billed at printer's actual hourly cost and detailed on invoice for the specific issue. Printer's errors on final proofs will not be paid under editorial alterations.

Production time requirements are firm and essential: Printer will receive all photographs, transparencies, artwork, etc., with size specifications on each to scan onto CD ROM. Equipment must be Macintosh compatible, Quark XPress highest current version, desktop publishing program, postscript level 3 output in rip trapping. Printer will have four (4) working days to return the scanned transparencies, artwork, etc. to the design firm or editor. After receiving complete layout of magazine on CD ROM from the design firm or editor, the printer will provide the IRIS proofs to the editor

within three (3) working days. Editor to make any corrections and return the IRIS proofs to the printer within three (3) working days, printer shall make any corrections or alterations desired by the editor as marked on proofs. Printer to then deliver to the editor for approval the final proof, dylux proof (blueline), within two (2) working days. If errors are found at this point, "Wonderful West Virginia" magazine is responsible for any charges for new film. Printing, binding and mailing of the magazine must be completed within ten (10) working days.

The printer shall offer typesetting and graphic design services if required. Printer is responsible for having typesetting errors corrected by a qualified proofreader before furnishing proofs to the editor. Proofs must be 99.9 percent free of typesetting errors.

Post card insert:

Subscription order form post card inserts are to be supplied by the printer. Printer will print and bind one form, consisting of two (2) postcards and additional flap, into all copies of all issues of the magazine. A three-month supply of forms can be printed at a time, and **text and design will be changed periodically**. Overall size: 12" x 10" printed two sides, one color process. Paper to be 90 lb. White index; two perforations.

Subscriber final expiration notices:

Final issue notices--magazines destined for subscribers receiving their final issue will be bound with an 11" x 17" 90 lb. White index sheet of paper, printed two sides, two color, advising them of their final issue. Post card perforation 3 5/8" x 6" lower right hand corner back fold. Addresses are to be printed directly on the sheet using an inkjet or similar system (or polybagged with final issue notice, addressed and mailed). Approximately 1,000 notices per monthly issue period. The format and text of final issue notices, is subject to change on a quarterly basis. Vendor may print quarterly in quantities of 3,000.

Option for editorial, typesetting and layout services:

In the event the editor does not provide the printer with a complete computer-produced final layout, the printer will be responsible for providing the final layout and graphic design each month for the editor. This will include the following:

The printer will provide the editor with a list of typefaces available for use in the magazine. Including roman, italic, bold, extended and condensed type.

The editor will furnish most text on computer disks and hard copies. Printer is to set all type as specified by the editor. Printer must offer typesetting and graphic design services and equipment which must be Macintosh in Quark XPress current version, postscript level 3 output in rip trapping.

Transparencies, photographs, artwork, etc. will be furnished. Vendor is responsible for all color separations and layout as directed by the editor.

Liquidated damages, goods and services:

Printing and mailing of the magazine must be completed within twenty-two (22) working days after receipt of the editor's layout, all photographs and art work, corrected galley proofs, and all additional copy to be typeset. It is hereby understood and agreed by the bidder that time is of the essence in the delivery of supplies, services, materials or equipment of the character and quality specified in the bid document. In the event these specified supplies, services, materials or equipment are not delivered by the date specified, there will be deducted, not as a penalty but as liquidated damages, the sum of \$500.00 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence or default on the part of the State of West Virginia, public enemy, war, embargo and fire or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the state deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the contractor, the state may extend the time for performance of the contract or delivery of goods herein specified at the state's sole discretion for good cause shown.

The quantity of copies may vary, as needed, and the number of copies to be printed will be ordered each month by the agency.

Overruns may be accepted but will not be paid for.

In order for the state to derive benefit from this publication, a strict delivery schedule must be maintained. Any vendor unable to fulfill the requirements of delivery and service as specified herein will be disqualified.

Payment to subcontractor: the successful vendor awarded this contract is hereby obligated:

- I. To pay any subcontractor within seven (7) days of the vendor's receipt of payment from the state for the proportionate share of the payment received for work performed by the subcontractor under the contract; or
- II. To notify the agency and the subcontractor, in writing, of the vendor's intention to withhold payment and the reason.

The vendor is obligated to pay the subcontractor interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the vendor that remain unpaid seven (7) days following receipt of payment from the state, except for amounts withheld as stated in ii above. The date of mailing of any payment by U.S. mail is deemed to be payment to the addressee. These provisions

apply to each sub-tier contractor performing under the primary contract. A vendor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the state.

Successful vendor awarded contract shall serve as prime contractor and, as such, shall be responsible for all work performed under this contract, including any work subcontracted by the vendor.

Life of contract: this contract shall become effective _____ and extend for a period of one (1) year or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months.

Renewal: this contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) successive one-(1) year periods.

Cancellation: the Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

The vendor may terminate this contract, for any reason, upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing ninety (90) days written notice.

Open market clause: the Director of Purchasing may authorize the spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

Time: time consumed in delivery and/or performance is of the essence in this contract.

Quantities: quantities shown are approximations only; the contract must cover actual requirements of spending unit for life of contract.

Bonds: five percent (5%) of the total amount of the bid payable to the state of West Virginia, shall be submitted with each bid as a bid bond. The successful bidder shall also furnish a performance bond for 100% of the amount of the contract. Bonds may be provided in the form of a certified check, irrevocable letter of credit, or bond furnished by a solvent surety company authorized to do business in the State of West Virginia. A letter of credit submitted in lieu of a performance bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable in lieu of the 5% bid bond or performance bond.

"Wonderful West Virginia" is a "show piece" publication where premier quality, four-color process printing is critical for color matches to original transparencies. Four-color process subjects shall have accurately represented color matches. A fifth and sixth color may be required at the discretion of the editor. The magazine often contains reverse type areas and/or large solid areas where good, even ink coverage is necessary.

Because "Wonderful West Virginia" is a "show piece" publication, very accurate registration is required. Finish and bindery operations shall be this same premier quality. Non-quality work is unacceptable and will be grounds for cancellation of the contract.

Mailing

The printer will be responsible for all services required for the mailing of the magazine to subscribers and newsstand distributors, with the exception of the payment of postage each month to the post office. The printer may subcontract these responsibilities to a mailing company approved by the editor.

The circulation staff of the magazine will do mailing list maintenance. The circulation staff will also provide the mailing list file to the printer or the printer's subcontractor via electronic media.

Regardless of the printer or printer's subcontractor processing the mailing, the printer is responsible for the satisfactory completion of the entire mailing process each month, including the delivery of surplus magazines to the editorial office, within fifteen (15) days following the editor's approval of the final proof.

Addressing and mailing: this charge will be based on the number of magazines mailed each month. The printer or printer's subcontractor will **CASS** certify and computer pre-sort the mailing list file to postal regulations governing the preparation of periodicals mailings. Sorting is to include carrier route and automation schemes to provide maximum postage discounts to the publisher.

The magazine office will provide the mailing list file to the printer or printer's subcontractor in **ASCII** format. The printer or printer's subcontractor will then divide the list into the following categories and process accordingly:

1. **Out of country subscribers**: out of country copies are to be placed in envelopes with proper postal indicia supplied by the printer and addressed using an inkjet or similar system (or polybagged, addressed and mailed). Presently, there are 200 to 207 out of country mailings.

2. **Magazines destined for current subscriber in the domestic United States:** magazines destined for domestic subscribers not receiving their final issue will have the full delivery address printed directly on the back cover using an inkjet or similar system.
3. **Final issue notices:** magazines destined for subscribers receiving their final issue will be bound with an 11" x 17" 90 lb. White index sheet of paper printed two color, two sided, advising them of their final issue. Post card perforation 3 5/8" x 6" lower right hand corner back fold. Addresses are to be printed directly on the sheet using an inkjet or similar system (or polybagged addressed and mailed).

To ensure the timely delivery of magazines to subscribers, the printer or printer's subcontractor must demonstrate adequate backup machinery for ink jetting the addresses on the magazines, and envelopes or polybags.

Categories 1, 2, and 3 are to be bundled, sacked, and delivered to the Charleston, WV sectional center facility post office. **Vendors whose binding operations are outside the Charleston WV area must include the transportation costs to the post office in their base bid.**

Postage: The printer or the printer's subcontractor will generate all paperwork necessary for the entry of the mail into the sectional center facility in Charleston WV and the mailing will use the Division of Natural Resources indices. The forms necessary are:

1. Form 3533 (coding accuracy support system summary report)
2. Form 3541-(x) (periodicals postage statement)
3. Zip code analysis report

Drop shipments: the magazine office will provide a list in **ASCII** format for magazines destined for newsstand distributors or other bulk mailings. The printer or printer's subcontractor will generate pressure sensitive labels from this list. Labels are to include the specified number of copies enclosed and the delivery address. There are approximately 140 locations receiving ten copies or less per location. These copies are to be placed in envelopes or cardboard cartons with destination address labels affixed. The printer is to provide envelopes or cartons. Attached is a copy of March 2006 print out for drop shipments.

Surplus and copies to editorial office: immediately upon completion of the binding of the magazine each month, the printer must ship, prepaid, inside delivery--via his own truck, united parcel service, or an over-night delivery service--100 copies to the editor.

After all copies have been mailed to subscribers, newsstands etc., the printer will ship the surplus magazines to the magazine warehouse. Vendor shall prepay all shipping charges to include inside delivery to the magazine's warehouse. Surplus must be packed in sturdy, covered and sealed boxes. Each box must contain 100 magazines or less and be marked with the month of issue and number of magazines.

Freight and postage charges: the magazine will reimburse the printer for actual UPS and other freight and postage charges for all magazines except subscription list which will be paid on the Division of Natural Resources indices at Charleston WV sectional center facility post office. Any additional freight or postage charges must be itemized on monthly invoices with receipts attached. If printer's own truck is used, charges may not exceed those which would be charged by a freight company for the same service.

Enter unit prices and amounts for the following:

Base bid

Base bid includes printing magazine, printing subscription order form post card inserts, printing final subscription notices, binding, mailing, and everything else except the following additional charges:

Lump sum: price of 60,000 copies of one issue. For purposes of base bid submission, each copy consists of thirty-two (32) pages plus cover with subscription order form post card inserts and 1,000 final subscription notices:

\$ _____

Additional copies, per 1,000:	+ \$
Additional copies per 5,000:	+ \$
Additional copies per 10,000:	+ \$
Additional copies per 20,000	+ \$
Decrease copies per 1,000:	- \$
Decrease copies per 5,000:	- \$
Decrease copies per 10,000:	- \$
Decrease copies per 20,000:	- \$

Note: increase and decrease cost quoted is for additional/decrease copies is for copies ordered in advance and run at the same time as original order.

Option for reprint of past issues:

Occasionally there may be a need to reprint past issues of the magazine. Vendor is to quote cost for reprinting from materials already in their possession during the life of this contract:

	Per Page
Reprint 1,000 copies	+ \$
Reprint 5,000 copies	+ \$
Reprint 10,000 copies	+ \$
Reprint 20,000 copies	+ \$
Reprint 30,000 copies	+ \$
Reprint 40,000 copies	+ \$
Reprint 50,000 copies	+ \$
Reprint 60,000 copies	+ \$
Reprint 100,000 copies	+ \$

Option for reprint of an article:

Occasionally there may be a need to reprint an article of the magazine. Vendor is to quote cost for reprinting from materials already in their possession during the life of this contract:

Reprint 1,000 copies	+ \$
Reprint 5,000 copies	+ \$
Reprint 10,000 copies	+ \$
Reprint 20,000 copies	+ \$
Reprint 30,000 copies	+ \$
Reprint 40,000 copies	+ \$
Reprint 50,000 copies	+ \$
Reprint 60,000 copies	+ \$
Reprint 100,000 copies	+ \$

Additional 8-page signatures

The editor may request additional eight-page signatures for special issues. **60,000 copies of one (1) additional eight-page signature:**

\$ _____

Additional copies, per 1,000 signature:	+ \$
Additional copies, per 5,000 signature	+ \$
Additional copies, per 10,000 signature:	+ \$
Additional copies, per 20,000 signature:	+ \$
Decrease copies, per 1,000 signature:	- \$
Decrease copies, per 5,000 signature:	- \$
Decrease copies, per 10,000 signature:	- \$
Decrease copies, per 20,000 signature:	- \$

Note: increase and decrease cost quoted is for additional/decrease copies is for copies ordered in advance and run at the same time as original order.

Additional charges for color separations

Charges for color separations to be quoted separately. To be made from 6 x 7 centimeter, 4 x 5, 35mm or 8 x 10:

One-fourth (1/4) page:	\$
One-half (1/2) page:	\$
Full page	\$
11" x 17" (double page/crossover):	\$

Editorial alterations:	\$ Hr.
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Additional charge for preliminary color corrections or artwork

Photo retouching, color corrections, airbrushing, tints, vignettes, color trapping, masking, super-imposition, and close cropping charges to be quoted separately:

\$ _____ per hr.

Note: base includes printing of cover and inside pages. Please quote charge per hour for additional charges for adding color photos, black and white photos and duotones, per transparency usually 6 x 7 centimeter or 35 mm and occasionally artwork.

Charge per hour: additional charges for color pages	
Charge for each four-color page--1 transparency:	\$
Charge for each four-color page--2 transparencies:	\$
Charge for each four-color page--3 transparencies:	\$
Charge for each four-color page--4 transparencies:	\$
Charge for each four-color page--5 transparencies:	\$
Charge for each four-color page--6 transparencies:	\$
Charge for each four-color page-- each in excess of six (6) transparencies:	\$

Additional charges for black-and-white pages:	
Charge for each black-and-white page-- 1 photo:	\$
Charge for each black-and-white page-- 2 photo:	\$
Charge for each black-and-white page-- 3 photo:	\$
Charge for each black-and-white page-- 4 photo:	\$
Charge for each black-and-white page-- 5 photo:	\$
Charge for each black-and-white page-- 6 photo:	\$
Charge for each black-and-white page-- in excess of 6 photos	\$
1 duotone per page	\$
2 duotone per page	\$
3 duotone per page	\$

Additional charge for fifth and sixth color

Vendor must provide a fifth color and sixth color on the cover and/or inside pages whenever specified by the editor. Quote price per unit (such as hourly rate, number of magazines, or by whatever unit the charge would be determined). Quotation must name the unit to be used in figuring the charge for the use of a fifth and sixth color:

Fifth color cover:	\$
Fifth color inside page:	\$
Fifth color 8 page signature:	\$
Sixth color cover:	\$
Sixth color inside page:	\$
Sixth color 8 page signature:	\$

Additional charges for packaging

Out-of-country addresses

Printer is to provide envelopes for mailing copies of the magazine with out-of-country address. Envelopes must meet post office requirements (or polybagged, addressed and mailed). Quote price per thousand:

\$ _____

Additional charge for Product insert

From time to time, the editor may request that one or more flyers be inserted or blown in designated issues of the magazine. These inserts would be designed by the agency and furnished on computer disk to the vendor to be printed on "test" weight stock. Size 11" x 17" folded once to 8 ½" x 11", process color, two (2) sides to be bound at the centerfold of the magazine.

Base charge for printing and inserting product insert in each of 60,000 copies of magazine:

\$ _____

Additional copies, per 1,000:	+ \$
Additional copies per 5,000:	+ \$
Additional copies per 10,000:	+ \$
Additional copies per 20,000	+ \$
Decrease copies per 1,000:	- \$
Decrease copies per 5,000:	- \$
Decrease copies per 10,000:	- \$
Decrease copies per 20,000:	- \$

Note: increase and decrease cost quoted is for additional/decrease copies is for copies ordered in advance and run at the same time as original order.

Optional polybagging:

From time to time, the agency may request that all issues be polybagged, due to agency provided inserts, more than one issue being mailed, etc.

Cost for base of 60,000 polybags: \$ _____

Additional polybagged issues 1,000:	+ \$
Additional polybagged issues 5,000:	+ \$
Additional polybagged issues 10,000:	+ \$
Additional polybagged issues 20,000	+ \$
Decrease polybagged issues 1,000:	- \$
Decrease polybagged issues 5,000:	- \$
Decrease polybagged issues 10,000:	- \$
Decrease polybagged issues 20,000:	- \$

Additional charges for mailing

The following additional mailing charges are to be quoted per thousand copies of magazine, excluding postage and material--**note: vendors whose binding operations are outside the Charleston, WV, area must include the transportation costs to the post office in their base bid.**

<u>Domestic (united states) addresses</u> --magazines destined for domestic subscribers not receiving their final issue will have the full delivery address printed directly onto the back cover using an inkjet or similar system. The printer or printer's subcontractor will CASS certify and computer presort the mailing list file to postal regulations governing the preparation of periodicals mailings. Sorting is to include carrier route and automation schemes to provide maximum postage discounts to the publisher. Magazines are to be bundled, sacked, and delivered to the Charleston, WV sectional center facility post office.	+ \$
<u>Out-of country addresses</u> --out of country copies are to be placed in envelopes with proper postal indicia supplied by the printer and addressed using an inkjet or similar system (or polybagged, addressed and mailed).	+ \$
Additional charges for drop shipments	
Vendor will supply cartons, affix labels, and <u>drop ship</u> all bulk shipment from list furnished by magazine office. Quote price per envelope or carton, <u>excluding freight charges</u> :	+ \$ Env + \$ Ctn

Subscription gift cards

Continuous one-part post card 90 lb. White index to be printed in 4-color on front. One process color on back. Bleeds, none. Varnish, none.

Form size to be 4" x 6". Width ½" perforated left and right with a horizontal perforation between each card. Paper stock to be cast coated one side cover. 35 mm slides will be provided--printer will be responsible for making and paying for the color separations.

Production time requirement: cards must be delivered to the magazine office no later than eight weeks from date the release order (WV-39) is received by the vendor

Base bid

5,000 - gift card - blank address picture - holiday/winter scene ink - red	+ \$
15,000 - gift card - blank address picture - four season scene ink - black	+ \$

Cost per reorder:

1,000 - gift card - holiday/winter scene	+ \$
5,000 - gift card - holiday/winter scene	
10,000 - gift card - holiday/winter scene	
15,000 - gift card - holiday/winter scene	
1,000 - gift card - four season	
5,000 - gift card - four season	
10,000 - gift card - four season	
15,000 - gift card - four season	

Note: post cards must not be printed unless an order is placed against this contract.

Overruns may be accepted but will not be paid for.

Promotional Brochure

A promotional brochure size 14.75" x 8.50" will print full color process screens (CMYK) both sides; medium to heavy coverage; tight registration; full bleeds on all sides and fold to 3.65" x 8.50". Brochure design and scanning of provided 35 mm transparencies, color or black & white photographs, or line art may be required. One set of digital color proofs, folded and trimmed to the finished size, must be provided to the Division prior to order. Brochure must be printed on 70 lb. #2 Grade Warren Somerset Test Gloss White or pre-approved equivalent alternate paper.

Brochure per 1,000:	+ \$
Brochure per 5,000:	+ \$
Brochure per 10,000:	+ \$
Brochure per 15,000:	+ \$
Brochure per 20,000:	+ \$

Production time requirement: Brochures must be delivered to the magazine office no later than four weeks from date release order (WV-39) is received by the vendor. **Note: brochures must not be printed unless an order is placed against this contract. Overruns may be accepted but will not be paid for.**

Subcontractors

A maximum of one subcontractor will be permitted under the mailing portion of this contract. The names and addresses of any subcontractor must be listed below, along with the specific jobs to be performed:

Subcontractor (mailing only)

Any subcontracting arrangement is subject to approval of the agency and the Purchasing Division. Failure to list a subcontractor or gain approval for a subcontractor is grounds for rejection of the bid or cancellation of the contract. After the contract is awarded, a subcontractor may be replaced only by obtaining prior approval of the agency in writing.

Price adjustment, if editor does not provide final layout

Enter amount by which the base bid would increase if editor does not provide the complete, computer-produced, final layout to the printer.	\$
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Award procedure**“Wonderful West Virginia” magazine Division of Natural Resources**

The award of the printing and mailing contract for “Wonderful West Virginia” magazine will be based on adherence to specifications and ability to deliver a high-quality product. The lowest overall bid will be determined by calculating the base bid plus or minus the unit prices bid for each item based on the following hypothetical issue which is typical of orders placed under the current contract.

Evaluation of bid prices

When evaluating bid prices, all of the charges itemized in the hypothetical issue which follows will be considered plus the base bid for gift cards.

Calculation of total bid price

One total bid figure will be calculated for each vendor based upon the sum of the breakdown of charges for printing the hypothetical issue of the magazine plus the base bids for gift cards.

Hypothetical issue upon which total bid will be calculated:**Printing and binding:**

Number of copies ordered: 52,000

Charge for 60,000 copies (base bid):	\$
Less 8,000 copies:	- \$
<u>Color charges:</u> special cover charge	
4 cover pages plus additional 8-inch gate fold (6 full pages)	\$
9 inside pages, one transparency each page	\$
8 inside pages, two transparencies each page	\$
2 inside pages, three transparencies each page	\$
<u>Black and white charges:</u>	
3 inside pages, 2 black & white each page:	\$
3 inside pages, 4 black & white each page:	\$
<u>Duotone charges:</u>	
2 inside pages, 2 duotones each page:	\$
1 inside page, 3 duotones each page:	\$
<u>Preliminary color correction charges:</u> 2 hours:	\$
<u>Color separation charges:</u>	
10 - 6x7 centimeter, one-half page	\$
3 - 6x7 centimeter, full page:	\$
9 - 6x7 centimeter 11 x 17, double page:	\$
5 - 35mm, full page:	\$
12 - 35mm, one-half page:	\$
18 - 35mm, one-quarter page	\$
1 - artwork, one-half page:	\$
1 - artwork, 8½ x 11 (full page):	\$
<u>Charge for fifth color:</u> on masthead on front cover on 2 inside pages:	\$
<u>Editorial alterations:</u> 3 hours:	\$

<u>Product insert charges:</u> print and insert one product insert in each of 52,000 copies of magazine:	\$
<u>Mailing charges:</u> (do not include postage and freight charges.)	
35,513 copies, domestic addresses--full delivery Address printed directly on the back cover of Magazine using an inkjet or similar system:	\$
117 copies, out-of-country addresses-- placed in envelopes with proper postal indicia supplied by the printer and addressed using an inkjet or similar system (or polybagged and addressed):	\$
1,000 copies, (final) subscription expiration notices-- Those to be bound with an 11" x 17" 90 lb. Index sheet of Paper advising them of their final issue. Post card perforation 3 5/8" x 6" lower right hand corner back fold. Addresses are to be printed directly on the sheet using an inkjet or similar system (or polypagged and addressed):	\$
<u>Drop shipments</u>	
Pack 4,660 magazines into forty-two (42) cartons and forty-six (46) envelopes furnished by the printer (100 magazines per carton, ten (10) magazines per envelope) and address with labels & ship:	\$
100 copies shipped to editor immediately upon Completion of the binding of the magazine:	\$
3,900 surplus copies to be shipped to the magazine warehouse, Tourism Building, MacCorkle Avenue, South Charleston, WV 25309 (cartons to be supplied by printer labeled with the month of issue and numbered in each carton:	\$
The sum of all charges listed above plus the bid price for 5,000 gift card - blank address; picture holiday/winter scene ink red and 15,000 gift card - blank address; picture - four season scene ink black will be added to hypothetical issue to obtain the total cost for evaluation purposes.	
Hypothetical issue total:	\$
Plus gift card base bid:	\$
Total bid:	\$

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____