



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  
**SEN60**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**RON PRICE**  
**304-558-0492**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**SENATE**  
**1900 KANAWHA BOULEVARD EAST**  
**BUILDING 1, ROOM 217**  
  
**CHARLESTON, WV**  
**25305**

DATE PRINTED <b>04/25/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/17/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12,000 2006 BLUE BOOK	EA		966-50		
<p>TO PROVIDE TYPESETTING, PRINTINT, BINDING, WRAPPING, PACKAGING, ASSEMBLING, BUNDLING, AND DELIVERY OF THE 2006 EDITION OF THE WEST VIRGINIA BLUE BOOK PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p>						

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.

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**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><b>CANCELLATION:</b> THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p><b>OPEN MARKET CLAUSE:</b> THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p><b>QUANTITIES:</b> QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p><b>ORDERING PROCEDURE:</b> SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</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 OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR</p>						

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<p>WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT</p>						

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 304-558-0492

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<p>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> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU AR</p>						

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<p>ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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: 41</p> <p>RFQ. NO.: SEN60</p> <p>BID OPENING DATE AND TIME</p>						

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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 SEN60 ***** TOTAL: _____						

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**2006 WEST VIRGINIA BLUE BOOK**

It is specifically understood and agreed by and between the parties hereto that the typesetting, printing, binding, wrapping, packaging, assembling, bundling and delivery of the 2006 edition of the West Virginia Blue Book shall be governed solely and exclusively by and performed according to the following terms and conditions:

1. The Printer, at its sole expense, shall typeset, print, bind and package each book into individual cartons suitable for mailing, assemble into securely-bundled stacks or cartons of no more than ten books each, and deliver to the Senate of West Virginia, at the office of the Clerk of the Senate, State Capitol Building, Charleston, except as hereinafter otherwise provided, 12,000 copies of the 2006 Blue Book, as follows:

(a) Up to 500 copies, with the names of certain individuals imprinted thereon in gold leaf, according to a list of names to be furnished by the Clerk of the Senate, and with the name of each such individual clearly written on the outside of the wrapper of the 2006 Blue Book bearing his or her name, to be delivered on or before January 15, 2007;

(b) 3,000 additional copies to be delivered by January 31, 2007;

(c) 4,000 additional copies to be delivered by February 28, 2007;

(d) 4,500 additional copies to be delivered by March 29, 2007.

2. The 2006 Blue Book shall contain a maximum of six color photographs to be selected by the Clerk of the Senate: one color photograph to be approximately 4x7 inches and which will be placed on Page IV of the front portion of the 2006 Blue Book; and five color photographs to be approximately 4x6 inches (one to be on the second page of Section 1, two to be within Section 2, one to be on the second page of Section 3 and one to be on the second page of Section 6). Any remaining photographs within the 2004 Blue Book will be halftones.

3. The 2006 Blue Book will be printed on web press paper to be furnished by the Senate, at its expense, and the several type sizes and faces used in the various parts of the book shall be the same as those used in the printing of like parts of the 2005 Blue Book, which is hereby incorporated into this contract, by

reference, and copies of which are on file in the office of the Clerk of the Senate of West Virginia, Capitol Complex, Charleston: *provided*, that with the written approval of the Clerk of the Senate, type sizes and faces and paper of a weight and finish different from those used in the 2005 Blue Book may be used by the Printer.

4. The outline and arrangement of the 2006 Blue Book will be substantially similar to the 2004 Blue Book, which is hereby incorporated into this contract, by reference, and copies of which are on file in the office of the Clerk of the Senate of West Virginia, Capitol Complex, Charleston: *provided*, that some of the material and the number of halftone photographs and maps selected by the Clerk of the Senate for inclusion in the 2006 Blue Book may differ from that contained in the 2004 Blue Book. It is hereby estimated that the number of printed pages in the 2006 Blue Book will total approximately between 1008 and 1032 printed pages: *provided, however*, that if the number of final printed pages is substantially either greater or less than the estimate contained in this paragraph, a proportionate adjustment upward or downward, as the case may be, in the contract price herein set forth will be made.

5. The cases used for the 2006 Blue Book will be equal to or better in quality, construction and design and the same in color and appearance as those used for the 2005 Blue Book and will bear the same inscription and design format on the outside of the book, except for necessary changes in dates and names.

6. The individual cartons for each book, hereinbefore referred to in paragraph (1) of this section, shall be clearly stamped or stenciled or printed with the date "2006" on the top end and bottom end of said cartons.

7. The quality of the printing, including, without limitation, the reproduction of all photographs contained in the 2006 Blue Book, shall be equal to or better than the quality of all such printing contained in the 2005 Blue Book.

8. In all respects for which no particular provision is made herein, including, without limitation, the typesetting, printing, binding, packaging, wrapping and bundling of the 2006 Blue Book, the workmanship and/or materials used shall be equal to or better than the 2005 Blue Book.

9. Under the exercise together of the provisions of this contract for the 2006 Blue Book, the Senate will pay the Printer the total price of:

\$ \_\_\_\_\_

for the proper and timely performance by the Printer of its

obligations hereunder, to be paid in four installments, in the following manner:

(a) The first installment, in the amount of: \$ \_\_\_\_\_ after delivery of the first 500 copies;

(b) The second, third and fourth installments to be paid after the periodic delivery of the 2006 Blue Book as hereinbefore provided to be made as set forth in subparagraphs (b) through (d) of paragraph (1) of this section, each payment to be made in proportion to the number of Blue Books delivered by the date of each such payment: *provided*, that in the event deliveries are made prior to the dates specified in subparagraphs (c) and (d) of paragraph (1) of this section, nothing shall prohibit the Printer from seeking payment for the same on a proportional basis.

10. The Clerk of the Senate will furnish the Printer copy material for use in the typesetting and production of the 2006 Blue Book, including photographs, maps, etc., from time to time between July 1 and November 15, 2006, in amounts as nearly equal each such month as the Clerk of the Senate is able to provide by the exercise of reasonable diligence in the assembling of the data included in and the preparation of such copy material. Unless the Clerk of the Senate and the Printer shall agree otherwise, the Printer will prepare a proof of said materials and present the same to the Clerk of the Senate, who will correct and return the same with reasonable promptness, and, after such corrected proof is returned to him, the Printer will make the corrections indicated thereon by the Clerk of the Senate and then resubmit the original proof, and, also, a corrected proof for the Clerk of the Senate's comparison, and, if correct, his final approval. The Printer agrees to provide adequate facilities and services and both parties agree to perform their obligations hereunder with reasonable diligence and promptness so as to facilitate the publication and delivery of said Blue Book in the quantities and at the times herein provided. The Printer shall present all original and corrected proofs by personal, mail or other carrier delivery and not by facsimile. The Printer shall bear all costs of the presentation and return of original and corrected proofs between the Printer and the Clerk of the Senate.

11. The Printer shall at its expense deliver the quantities of 2006 Blue Books referred to in subparagraphs (b), (c) and (d) of paragraph (1) of this section to the offices of the Clerk of the Senate at 1900 Kanawha Boulevard, East, Charleston, West Virginia. The Printer shall then at its expense provide delivery of copies from the warehouse to the office of the Clerk of the Senate in such amounts and at such times as requested by said Clerk. In order to ensure proper and timely deliveries of copies

of the 2006 Blue Book, the Printer shall give a performance bond payable to the state of West Virginia, in a form satisfactory to said Clerk, executed by a surety company qualified to do business in this state and in the penal sum, as determined by said Clerk, in an amount not less than the total moneys paid the Printer under the terms of this contract. The bond shall be conditioned on the Printer performing all the requirements of this agreement including final delivery of all 2006 Blue Books to the office of said Clerk. Upon completion by the Printer of all its obligations under the agreement, said Clerk shall release the bond. If the Printer fails to complete all of its obligations under this agreement, said Clerk shall forfeit the bond.

12. By the submission of its bid hereon and the acceptance by it of the awarding of this contract, the Printer agrees as follows:

(a) All operations in the production of the 2006 Blue Book must be well done, in a first-class manner. If the job falls below the requirements of first-class work, the Clerk of the Senate need not accept the same and the Printer will be required to do the job again at its own expense.

(b) The printing of the 2006 Blue Book shall be free from typographical errors, and high quality ink shall be used throughout.

(c) The Printer, at the time this contract takes effect, must have the capacity to meet the requirements of the printing of the 2006 Blue Book.

#### PROPOSAL ACCEPTANCE, AWARD OF CONTRACT

1. The total obligation of the Senate of the State of West Virginia under the terms of this contract during the specified period is limited to the maximum sums appropriated by the Legislature for such purpose.

2. Time is of the essence in the performance of operations under this contract, and in the event the Printer is unable to perform the operations covered by this contract in its own establishment, the Printer may, with the written approval of the Clerk of the Senate, allocate to other printers, at the agreed contract rate, any such work: *provided*, that preference be given to printers in West Virginia possessing the equipment and capability necessary to the doing of such operations according to the terms of this contract.

3. The Printer expressly warrants that it has employed no third person to solicit or obtain this contract in its behalf or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid or promised or agreed to pay to any third person in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount payable to or to become payable under this contract; and that it has not, in estimating the contract price submitted and agreed to by it, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to or to become payable to it are free from obligation to any other person for services rendered or supposed to have been rendered in the procurement of this contract. The Printer further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Senate, and that the Senate may retain to its own use from any sums due or to become due hereunder, or from the amount of deposit on bond given hereunder, an amount equal to any brokerage, commission or percentage so paid or agreed to be paid.

4. Nothing contained in the awarded contract shall require, or shall be construed as requiring, the Senate or any of its officers to purchase any or any given amount, or all of the work described herein.

5. The Printer shall not be held responsible for any losses resulting from its failure to fulfill any of its obligations hereunder due to wars, revolutions, civil disorders, fires, floods, strikes, acts of God or other causes not resulting from any fault or neglect on its part and beyond its control.

6. This contract is made subject to all provisions of Chapter 5A, Article 3, Section 22 of the code of West Virginia, 1931, as amended.

# A F F I D A V I T

## 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](http://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: \_\_\_\_\_