



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
 DNR210003

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 804-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/06/2009				

BID OPENING DATE: 09/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50		
PRINTING: BOOKS, CATALOGS, MAGAZINES, PAMPHLETS, ETC THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION IF NATURAL RESOURCES IS SOLICITING BIDS FOR THE PRINTING AND MAILING OF THE "WONDERFUL WEST VIRGINIA" MAGAZINE PER THE ATTACHED SPECIFICATIONS. MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON AUGUST 18, 2009 AT 10:00 AM AT 424 4TH AVE, SO. CHARLESTON, WV 25303. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRNK.M.WHITTAKER@WV.GOV OF VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS AUGUST 21, 2009. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				44		
RFQ. NO.:				DNR210003		
BID OPENING DATE:				10/10/2009		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

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***** THIS IS THE END OF RFQ DNR210003 ***** 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) 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. 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. Also, printer must be Tri-certified with FSC, SFI and PEFC paper certification with a copy of the filed certificate with the bid documents.

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: 40,000 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 60 lb. grade 2 FSC certified stock gloss, or equal. Cover is to be 80 lb. grade 2 FSC certified cover gloss stock, or equal. Must be FSC certified stock. Cover gloss, or equal. Vendor must submit a four color printing sample on both requested grades of paper.

Any proposed paper substitution must be stated in the bid, the substituted stock still must maintain FSC certification. 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. Inks used must be soy based.

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 or whatever other format that the editor may request. The printer will save the scans to a secure ftp site and make available to the editor or design firm for placement. The editor or design firm will then provide a complete layout transferred to the secure ftp location. Printer will then provide digital high resolution color proofs such as Epson 9800 to the editor. Editor will check digital proofs and printer will make corrections. Printer shall produce dylux proof (AQGFA Sherpa) and submit to editor to check for errors. If errors are found at this point "Wonderful West Virginia" magazine is responsible for charges.

Printing process: sheet-fed offset lithography **or equal**. Quality of the publication is the primary concern. Minimum 175 line screen with hybrid (such as sublim) screening available.

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 placed on secure ftp site that the printer must maintain for 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 must be Macintosh, latest system version to be compatible with editor staff.

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. 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. and must have disaster recovery system in place.)

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 secure ftp site and make available to design firm or editor; 3) complete layout of magazine provided by editor or design on secure ftp site to printer; 4) printer to provide high resolution digital proofs to editor; 5) proofs will be checked, corrections marked and returned to printer to make necessary corrections; 6) printer will produce digital dylux proof (such as sherpa) 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 on secure ftp site. Equipment must be Macintosh compatible, latest version, Quark XPress or InDesign 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 the secure ftp site from the design firm or editor, the printer will provide the high resolution color proofs (Epson) along with digital dylux (such as AGFA Sherpa) to the editor within four (4) working days. Editor to make any corrections and return both proofs to the printer within four (4) 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 high resolution proof, digital dylux proof (sherpa), within two (2) working days. If errors are found at this point, "Wonderful West Virginia" magazine is responsible for any charges. 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 as needed.

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, system software must match editor in Quark Xpress or InDesign current version to match editor, postscript level 3 with 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 their 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 their 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.

For bidding purposes only, please see a sample schedule:

September 1: Editor begins editing content.

September 19: Editor begins sending content to Managing Editor/Designer.

October 1: Managing Editor/Designer sends first black and whites to Editor and Division of Natural Resources.

October 6: Editor and Division of Natural Resources return proofs to Managing Editor/Designer.

October 9: Managing Editor/Designer sends second sets of black and whites to Editor and Editorial Assistant.

October 12: Editor and Editorial Assistant return corrections to Managing Editor/Designer.

October 13: Managing Editor/Designer sends document to Printer.
NOTE: Advertisements must be at Printer by this date

October 17: Managing Editor/Designer receives color proofs

October 18: Division of Natural Resources receives color proofs.

October 21-23: Editorial Staff takes proofs back to printer.

November 4: Printing and mailing must be completed.

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 four (4) 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 mandatory.

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, including 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 postage supplied by the printer and addressed using an inkjet or similar system (or polybagged, addressed and mailed).

Currently the magazine is distributed only to the fifty (50) states. If we should decide to distribute to out of county locations, the above process shall be followed. Prior to initiating out of county process, the printer will be given a sixty (60) day advance notice.

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 nearest sectional center facility post office.

Postage: Postage will be paid by vendor and reimbursed by the West Virginia Division of Natural Resources at actual cost. Vendor must submit copy of freight invoice and postage charges.

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 60 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 the print out for drop shipments (ATTACHMENT I).

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 their own truck, united parcel service, or an over-night delivery service--100 copies to the Division at its' South Charleston offices.

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. Any 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 40,000 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.

40,000 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:	\$	hour
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Additional charge for preliminary color corrections or artwork

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

\$ _____ per hour.

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)	\$

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 CD Rom to the vendor to be printed on "test" weight stock Size 11" x 17" folded once to 8 W' 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 40,000 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 40,000 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.

<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 nearest <u>sectional center facility post office</u> .	+ \$
<u>Out-of country addresses</u> --out of country copies are to be placed in envelopes with proper postage supplied by the printer and addressed using an inkjet or similar system (or polybagged, addressed and mailed).	+ \$
<u>Additional charges for drop shipments</u>	
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, excluding freight charges:	+ \$ 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.**

Subcontractor

A maximum of one subcontractor will be permitted under the mailing portion of this contract. The name and address of 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: 38,000

Charge for 40,000 copies (base bid)	\$
Less 2,000 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 and white each page:	\$
3 inside pages, 4 black and 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, 8 ½ x 11 (full page)	\$
<u>Charge for fifth color:</u> on masthead on front cover on 2 inside pages:	\$
<u>Editorial alterations:</u> per hour charge:	\$
<u>Product insert charges:</u> print and insert one product insert in each of 38,000 copies of magazine:	\$
<u>Mailing charges:</u> (include postage and freight charges)	

35,513 copies, domestic addresses – full delivery Addresses 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 postage supplied by the printer and addressed using an inkjet or similar system (not polybagged and addressed):	\$
1,000 copies, (final) subscription expiration notices – Those to be bound with an 11" x 17" 90lb 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 polybagged and addressed)	\$
<u>Drop shipments:</u>	
Pack 2,270 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:	\$

The West Virginia Division of Natural Resources reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ATTACHMENT I

ARACOMA DRUG COMPANY 10
ATTN: SUE COMPTON
3602 NORTH MAIN STREET
CHAPMANVILLE, WV 25508

ASHLAND CO STORE 10
PO BOX 234
WELCH WV 24801

003
BABCOCK STATE PARK 8
HC 35
BOX 150
CLIFFTOP, WV 25831

005
BERKELEY SPRINGS 6
STATE PARK
2 SOUTH WASHINGTON ST
BERKELEY SPRINGS WV 25411

006
BLACKWATER FALLS 12
STATE PARK

DAVIS, WV 26260

007
BLUESTONE STATE PARK 12
ATHENS STAR ROUTE

HINTON, WV 25951

996
BOB WINES 100
WV DIVISION OF NATURAL RESOURCES
149 STATE PARK TRAIL
ROANOKE WV 26447

201
BOOKS-A-MILLION 20
ATTN: BECKY
212 RHL BLVD, DUDLEY FARMS PLAZA
CHARLESTON, WV 25309

008
CACAPON STATE PARK 15
ROUTE 1
BOX 304
BERKELEY SPRINGS, WV 25411

010
CASS SCENIC RAILROAD 8
STATE PARK
BOX 107
CASS, WV 24927

CENTRE FOUNDRY 50
ATTN: MARY ANN HEIL
74 WARWOOD AVENUE
WHEELING, WV 26003

COAL HERITAGE HWY. AUTHORITY 5
BRAMWELL TRAIN DEPOT
100 SIMMONS STREET
BRAMWELL, WV 24715

DID'S DESIGN 12
305 EAST STREET
MIDDLEBOURNE WV 26149

EMPIRE BOOKS AND NEWS 10
ATTN: JESSICA MESSINGER
30 PULLMAN SQUARE
HUNTINGTON, WV 25701

042
EPPYS DRUG STORE 5
ATTN: DON MILLER
2987 ROBERT C BYRD DR
BECKLEY, WV 25801

011
FORT ASHBY BOOKS 5
P O BOX 630
RT 28N
FORT ASHBY WV 26719

FRIENDS GIFT SHOP 10
WVU HOSPITALS
8075 MEDICAL CENTER DR
MORGANTOWN, WV 26506

FROG CREEK BOOKS 30
ATTN: MIKE SUBLETTE, OWNER
800 SMITH ST
CHARLESTON, WV 25301

114
FULKS RUN GROCERY 5
ATTN: MARY ANN YARSINSKE
11441 BROCKS GAP ROAD
FULKS RUN VA 22830

012
GOVERNOR S OFFICE 325
ATTN: LESLIE HEATER
BUDGET OFFICE RM 25
CHARLESTON WV 25305

014
GREENBRIER STATE FOREST 5
HC 30 BOX 154
CALDWELL, WV 24925

GRIFFITH & FEIL DRUG 5
ATTN: CAROL CISCO
1405 CHESTNUT STREET
KENOVA WV 25530

016
HAWKS NEST 24
STATE PARK
P O BOX 857
ANSTED WV 25812

117
HEALTH AID PHARMACY 5
ATTN: DAN RIGGS
P O BOX 749
NEW HAVEN WV 25265

017
JANE LEW RESTAURANT 7
1000 HACKERS CR RD

JANE LEW WV 26378

L & M MARKET 10
ATTN: GREG BOHRER
ROUTE 50 EAST
AUGUSTA WV 26704

018
LOST RIVER 8
STATE PARK

MATHIAS WV 26812

MASON CO CONVENTION VISITORS 12
DENNY BELLANY
210 VIAND ST
PT PLEASANT WV 25550

145
MISTY VALLEY HARDWARE 10
ATTN: VIVIAN WILKINS
12834 SR 259
MATHIAS, WV 26812

124
MORGAN'S FOODLAND 5
ATTN: HARRY HAYES
425 E MAIN ST STE 401
KINGWOOD, WV 26537

MORNING STAR FOLK ART 10
 ELAINE DILLER
 HC 64 BOX 415
 HILLSBORO WV 24946

MOUNTAIN TREASURERS 3
 1 NORTH MAIN STREET
 PHILIPPI, WV 26416

DONNA WELTY
 NAT'L CONSERVATION TRAINING 40
 US FISH & WILDLIFE SERVICE
 698 CONSERVATION WAY
 SHEPHERDSTOWN WV 25443

020
 NORTH BEND 12
 STATE PARK
 RR 1 BOX 221
 CAIRO, WV 26337

140
 PAR MAR OIL COMPANY 5
 ATTN: MARLENE JACKSON
 701 CHELSEA STREET
 SISTERSVILLE, WV 26175

PEOPLES NEWS 50
 ATTN: DAN STEPHAN JR
 1624 BLIZZARD DR
 PARKERSBURG WV 26101

PETERSTOWN PHARMACY 10
 105 MARKET ST
 PETERSTOWN WV 24963

022
 PIPESTEM STATE PARK 12
 PIPESTEM LODGE

 PIPESTEM, WV 25979

RAIL 5
 ATTN: D. DUNCAN & D. HOUCK
 300 FRONT STREET
 MULLENS, WV 25882

133
 REED'S DRUG STORE 5
 ATTN: MARK REED
 43 NORTH MAIN STREET
 KEYSER, WV 26726

SERVICE WIRE COMPANY 265
 310 DAVIS ROAD

 CULLODEN, WV 25510

SNOWSHOE MOUNTAIN RESORT 5
 3 BLACKRUN ROAD
 SNOWSHOE, WV 26209

SOUTHSIDE DEPOT 6
 ATTN: PHYLLIS COLE
 126 SOUTH MAIN ST
 PETERSBURG WV 26847

STONEWALL RESORT 225
 ATTN: MYRA HUGHES, ROOMS DIRECTOR
 940 RESORT DR
 ROANOKE, WV 26447

025
 TAYLOR BOOKS 10
 ATTN: KIMBERLY FETTY
 226 CAPITOL STREET
 CHARLESTON WV 25301

004
 THE BAVARIAN INN 80
 164 SHEPHERD GRADE ROAD
 SHEPHERDSTOWN WV 25443

THE BOOK EXCHANGE-MGTM 6
 PO #001-20772
 152 WILLEY STREET
 MORGANTOWN, WV 26505

THE GALLERY 25
 ATTN: JIM DAVIS
 2062 CHARLESTON TOWN CENTER
 CHARLESTON WV 25389

THE JAMES AND LAW CO 5
 ATTN: BOB ALLMAN
 217 WEST MAIN ST
 CLARKSBURG, WV 26301

TOWNE BOOK STORE 5
 ATTN: TERESA WAYMAN
 102 EAST MAIN ST
 GLENVILLE, WV 26351

112
 TRENTS GENERAL STORE 5
 C/O ROBERT ERVINE
 MAIN STREET
 ARBOVALE, WV 24915

027
 TWIN FALLS 12
 STATE PARK

 MULLENS, WV 25882

028
 TYGART LAKE 6
 STATE PARK
 ROUTE 1, BOX 260
 GRAFTON, WV 26354

VALLEY PHARMACY 8
 ATTN: DARLENE LAYMAN
 ROUTE 7
 REEDSVILLE, WV 26547

VANDALIA EDUCATIONAL SERVICES 10
 ATTN: MIKE OLDAKER
 15 E. MAIN ST
 BUCKHANNON, WV 26201

029
 WATOGA STATE PARK 10
 BURR ROUTE

 MARLINTON, WV 24954

030
 WEST VIRGINIA 100
 DEVELOPMENT OFFICE
 BLDG 6, ROOM 645
 CHARLESTON, WV 25305

032
 WEST VIRGINIA 50
 PARKWAYS AUTHORITY
 500 VAN KIRK DRIVE
 BECKLEY, WV 25801

031
 WEST VIRGINIA TOURISM 100
 ATTN: LEANN NECCUZI
 90 MACCORKLE AVE SW
 SOUTH CHARLESTON, WV 25303

WHEELING ARTISEN CENTER 15
 ATTN: STEVE MC CALLUM, MGR
 1400 MAIN ST
 WHEELING, WV 26003

WV LIBRARY COMMISSION 3

CULTURAL CENTER - ATTN: VICKIE MORRIS
1900 KANAWHA BLVD. E
CHARLESTON, WV 25305

998

WV PUBLICATIONS 20
CLEARNIGHOUSE - LIBRARY
CULTURAL CENTER - BILLIE DELONG
CHARLESTON, WV 25305

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

_____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

_____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

_____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

_____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

_____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

_____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

_____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

_____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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. 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/noticeConfidentiality.pdf>.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____