



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
 DEL84

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HOUSE OF DELEGATES
 1900 KANAWHA BOULEVARD EAST
 BUILDING 1, ROOM 212
 CHARLESTON, WV
 25305 304-340-3200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/06/2012				

BID OPENING DATE: 06/19/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50		
LEGISLATIVE PRINTING AND BINDING OPEN END TO FURNISH LEGISLATIVE PRINTING AND BINDING TO THE WEST VIRGINIA HOUSE OF DELEGATES PER THE ATTACHED SPECIFICATIONS PER PARAGRAPH 1 OF THE SPECIFICATIONS ALL BIDS MUST BE ACCOMPANIED BY A BID BOND IN THE AMOUNT OF \$15,000.00. FAILURE TO PROVIDE A BID BOND WITH THE BID IN THE AMOUNT SPECIFIED WILL RESULT IN DISQUALIFICATION OF THE BID. NOTE: PARAGRAPH 3 UNDER THE SECTION TITLED SPECIAL NOTICE REQUIRES THAT EACH BIDDER WILL BE REQUIRED TO FURNISH WITH THE BID A STATEMENT OF THE CAPACITY OF HIS PLANT FOR DOING THE WORK UNDER SAID BID. FAILURE TO PROVIDE THIS STATEMENT OF CAPACITY (LIST OF EQUIPMENT) WITH THE BID WILL RESULT IN DISQUALIFICATION OF THE BID PER PARAGRAPH 1 OF THE SPECIFICATIONS ALL BIDS MUST BE ACCOMPANIED BY A BID BOND IN THE AMOUNT OF \$15,000.00. FAILURE TO PROVIDE A BID BOND WITH THE BID IN THE AMOUNT SPECIFIED WILL RESULT IN DISQUALIFICATION OF THE BID. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JULY 1, 2012 AND EXTENDS FOR A PERIOD OF ONE (1)						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>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 ONE (1) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: 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>						

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<p>QUANTITIES: 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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <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. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION</p>						

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PURCHASING DIVISION BUILDING 15 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.: DEL84 BID OPENING DATE: 06/19/2012 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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**BID PROPOSAL FOR LEGISLATIVE
PRINTING AND BINDING
FOR THE HOUSE OF DELEGATES
OF THE
STATE OF WEST VIRGINIA
JULY 1, 2012 THROUGH JUNE 30, 2013**

(PREPARED BY THE CLERK OF THE HOUSE OF DELEGATES)

Each bid proposal for legislative printing and binding must be accompanied by a bidder's bond, executed according to law, in the penal sum of fifteen thousand dollars (\$15,000.00), and must be delivered to the Director of Purchasing, Department of Administration, at the time of submission of the bid; the said bidder's bond is to be conditioned upon the execution of proper bond in the full sum of the contract, in the event this bid proposal is accepted and the contract is awarded to the Printer upon the basis of this submitted bid proposal. Cashier's Checks, or securities in any other form, are not acceptable in lieu of a bidder's bond.

**BID PROPOSAL FOR LEGISLATIVE PRINTING AND BINDING
FOR THE HOUSE OF DELEGATES OF THE
STATE OF WEST VIRGINIA
JULY 1, 2012 THROUGH JUNE 30, 2013**

The undersigned _____

of _____

hereinafter called the "Printer", hereby proposes to perform the legislative printing and binding for the House of Delegates of the State of West Virginia in accordance with the hereinafter set forth specifications and rulings, for the period beginning July 1, 2012, and ending June 30, 2013, and thereafter, in event the option is exercised, for an additional one-year period beginning July 1, 2013, and ending June 30, 2014, at the "rate bid" hereinafter set forth for each item of work bid: *Provided*, That nothing contained in the awarded contract shall require, or shall be construed as requiring, the House of Delegates or any of its officers to purchase any or any given amount, or all of the printing and binding described herein. Further, nothing in this bid proposal or any contract awarded pursuant hereto shall impair the right and privilege of the Clerk of the House of Delegates to make purchase of printing of any job amounting to less than two thousand five hundred dollars (\$2,500.00), in the open market, in the manner prescribed by law.

OPTION

In the event this bid proposal is accepted and a contract is awarded pursuant hereto, the awarded contract may be renewed and extended for an additional period, beginning July 1, 2013, and ending June 30, 2014, upon written request of the Clerk of the House of Delegates of West Virginia and the consent of the Printer.

SPECIAL NOTICE

1. The estimates of required quantities herein given have been prepared from the best data obtainable, but such estimates are not guaranteed; the Printer may be required to furnish more or less or none of the items specified.

2. Bidders are cautioned against bidding low on certain items and high on others, with the expectation of making up on high items what may be lost on the low items. Bids unreasonably high on one item and unreasonably low on another will be regarded as "trick" bids and will not be considered. Any change, interlineation or alteration in this bid will render same null and void.

3. Three things are hereby impressed upon bidders:

(a) The printing and binding must be well done;

(b) The printing and binding must be promptly done and promptly delivered;

(c) The bidder must have the capacity to meet the demands of the House of Delegates of the State of West Virginia for printing and binding.

4. As to the quality of printing and binding, attention is called to the "Rules on Printing" and "Rules on Binding" of the hereinafter set forth specifications and rulings. Bidders are cautioned that the Printer will be required to observe strictly the requirements of these specifications and rules. If any job falls below the requirements of first-class work, the Clerk of the House of Delegates need not accept the same and the Printer will be required to do the job again, at his own expense.

5. As to the promptness in doing printing and binding, attention is called to the provisions set forth in "General Provisions". Delays in picking up and returning copy and proofs and delays in printing and binding and delivery of same will not be tolerated. If the Printer should engage in printing for other persons, it is understood and agreed that the work to be performed for the House of Delegates shall always be given precedence.

CAMERA READY COPY

1. Camera ready copy:

Estimated Quantity Required: 4,000 Pages

Rate Bid, Per Page: _____

Aggregate: _____

(NOTE: It is the intent of the House of Delegates of West Virginia that camera ready text will be used for the Topical Index of Bills and the Abstract to be printed from time to time during legislative sessions and in the Official Journal of the House of Delegates. The rate bid under this item shall be for all work, including makeup, but excepting press work and bindery work.)

ELECTRONICALLY TRANSFERRED TEXT

2. Text electronically communicated to the Printer from the office of the Clerk of the House of Delegates of West Virginia:

Estimated Quantity Required: 6,000 Pages

Rate Bid, Per Page: _____

Aggregate: _____

(NOTE: It is the intent of the House of Delegates of West Virginia that text created from the Legislative Computer System of West Virginia for daily Journals, bills and resolutions, and any other matter the House of Delegates orders printed, will be transferred electronically from the Office of the Clerk of the House of Delegates to the Printer.

The rate bid under paragraph "2" above shall be for all text telecommunicated by the House of Delegates: *Provided*, That when more than twenty-five percent of the lines of print on any transferred page contain tabular matter, the charge for such page may be made at the rate herein established for composition of such matter.

For the purposes of electronically transferring text, the House of Delegates agrees to provide the system/equipment required to output text from the Legislative Computer System.

The Printer agrees to provide system/equipment required to receive and to convert and format the aforementioned text transmitted by the House of Delegates to the Printer's typesetting equipment.

The rate bid under this item shall be for all work, including makeup, but excepting press work and bindery work.)

3. Documents returned by printer in electronic format, PDF or otherwise, for use in the House of Delegates Chamber Automation System:

Estimated Quantity Required: 2,000 Documents

Rate Bid, Per Document: _____

Aggregate: _____

(NOTE: It is specifically understood by the Printer that bills, Journals and other documents requested by the Clerk of the House, shall be returned in electronic format on the same day they are printed, or at least two hours prior to the floor session at which such bills are to be considered, and in such electronic format to permit immediate use in the House of Delegates Chamber Automation System.)

TIME WORK

4. For making changes to forms, proofs, etc., and for all time work for which no provision is otherwise made in these specifications, for time actually consumed thereon:

Estimated Quantity Required: 400 Hours

Rate Bid, Per Hour: _____

Aggregate: _____

5. For correcting House bills for engrossment, enrollment or when ordered reprinted for any purpose:

Estimated Quantity Required: 2,500 Pages

Rate Bid, Per Page: _____

Aggregate: _____

(NOTE: It is specifically understood that only one charge will be made for composition of the certification pages used in enrolled bills. There will not be a separate composition charge for the certification page for each separate bill.

It is further specifically understood that only one charge will be made for composition, for printing and for folding the covers for enrolled bills and joint resolutions and that such covers will be printed and folded in bulk or as otherwise directed by the Clerk of the House of Delegates and charged and invoiced for accordingly.

All invoices for correcting House of Delegates bills for reprints, engrossment, enrollment, or otherwise, will be based upon the lowest applicable rates contained in the contract and payment will be made by the Clerk of the House of Delegates at said rates. If the basis of the cost of new composition is lower than the correction charge per page, the payment will be made on the basis of new composition in lieu of the charge for correction.

Correcting bills under this item means all work, including, without limitation, makeup.)

6. For correcting House of Delegates Journals for bound volumes from which shall be printed the Official Journal, or otherwise, and for correcting enrolled bills for bound volumes from which shall be printed the Acts of the Legislature, or otherwise, without any additional charge, except press work and bindery work:

Estimated Quantity Required: 6,000 Pages

Rate Bid, Per Page: _____

Aggregate: _____

(NOTE: All invoices for correcting House of Delegates Journals for reprint, or for bound volumes of said Journals, or otherwise, and for correcting enrolled bills for reprint, or for bound volumes of said enrolled bills, or otherwise, shall be based upon the lowest applicable rates contained in this contract and payment will be made by the Clerk of the House of Delegates at said rates. If the basis of the cost of new composition is lower than the correction charge per page, the payment will be made on the basis of new composition in lieu of the charge for correction. It is understood that the Clerk will take advantage of the lower rate.

Correcting Journals and Acts under this item means all work, including, without limitation, makeup, but excepting press work, bindery work and composition for any index or table of contents. Not more than one charge shall be allowed for any one page.)

MISCELLANEOUS PRINTING

7. For printing all envelopes and/or letterheads required, the following means of pricing shall be used:

For 50,000 or more basic letterheads and 50,000 or more basic envelopes, to be printed in gold ink and charged for, the stock for which shall be furnished by the House of Delegates:

Estimated Quantity Required: 120,000

Rate Bid, Per Thousand: _____

Aggregate: _____

8. For the foregoing letterhead or envelopes, to be individualized with names, addresses, titles, committees, etc., imprinted in blue ink, per thousand or less:

Estimated Quantity Required: 120,000

Rate Bid, Per Thousand: _____

Aggregate: _____

COMPOSITION

9. Straight Composition:

Estimated Quantity Required: 100 Pages

Rate Bid, Per Page: _____

Aggregate: _____

(NOTE: Straight composition shall include all that set in ordinary paragraphs of approximately uniform width and without display lines, tabular matter or more than two typefaces.)

10. Rule or Figure Composition:

Estimated Quantity Required: 200 Pages

Rate Bid, Per Page: _____

Aggregate: _____

(NOTE: If more than fifteen percent of the lines below the heading contain figures and/or printing, the cost of composition shall be figured at the "Rule and Figure" rate.)

11. Rule and Figure Composition:

Estimated Quantity Required: 300 Pages

Rate Bid, Per Page: _____

Aggregate: _____

(NOTE: If more than twenty-five percent of the lines below the heading contain figures and/or printing, the cost of the composition shall be figured at the "Rule and Figure" rate: *Provided*, That figures used in printing page numbers, dates, or the number of bills or resolutions are not to be considered as figures for the purpose of determining the rate to be charged.)

12. Composition of indices for Bound Journal of the House of Delegates and Acts of the Legislature:

Estimated Quantity Required: 300 Pages

Rate Bid, Per Page: _____

Aggregate: _____

PRESS WORK

13. Book and Pamphlet Work:

Estimated Quantity Required: 5000 Press Forms

Rate Bid, Per Form, 1,000 Impressions or Less:

Aggregate: _____

14. For blanks, circulars, posters and the like, any press size up to and including 8 ½ x 11:

Estimated Quantity Required: 100 Forms

Rate Bid, Per Form, 1,000 Impressions or Less:

Aggregate: _____

15. For blanks, circulars, posters and the like, any press size larger than 8 ½ x 11:

Estimated Quantity Required: 20 forms

Rate Bid, Per Form, 1,000 Impressions or Less:

Aggregate: _____

(NOTE: The charge for additional 100s of impressions under paragraphs "13", "14" and "15" shall be made at the rate of one tenth of the rate per thousand impressions set forth above for each such type press work.)

FOLDING AND STITCHING

16. Folding only, each sheet 19 x 25 or less to count as one signature:

Estimated Quantity Required: 300,000 Signatures

Rate Bid, Per Signature of 1,000 or Less:

Aggregate: _____

17. Stitching only, each sheet 19 x 25 or less to count as one signature:

Estimated Quantity Required: 50,000 Signatures

Rate Bid, Per Signature of 1,000 or Less:

Aggregate: _____

18. Folding and stitching, with wire:

Estimated Quantity Required: 300,000 Signatures

Rate Bid, Per Signature of 1,000 or less:

Aggregate: _____

19. Folding and sewing, with thread:

Estimated Quantity Required: 350,000 Signatures

Rate Bid, Per Signature of 1,000 or Less:

Aggregate: _____

(NOTE: The charge for additional 100s of folding only, or stitching only, or folding and stitching with wire, or folding and sewing with thread operations, shall be made at the rate of one tenth the rate per thousand such respective operations, as set forth above in paragraphs "16", "17", "18" and " 19".)

PERFORATING AND PUNCHING

20. For punching, per signature:

Estimated Quantity Required: 300,000 Signatures

Rate Bid, Two Holes Per Signature of 1,000 or Less:

Aggregate: _____

21. For perforation, each wheel:

Estimated Quantity Required: 2,000

Rate Bid, Per 1,000 or Less: _____

Aggregate: _____

(NOTE: The charge for additional 100s of punching or perforation operations shall be made at the rate of one tenth the rate per thousand such respective operations as set forth above in paragraphs "20" and "21".)

SCORING

22. Scoring, where the same is necessary for binding with cover paper each score:

Estimated Quantity Required: 25,000

Rate Bid, Per 1,000 or Less: _____

Aggregate: _____

(NOTE: The charge for additional 100s of scoring operations shall be made at the rate of one tenth the rate per thousand such respective operations as set forth above in paragraph "22").

BINDING

23. Binding, receipt and checkbooks, and the like, cut flush, with stubs, with cloth stripped and board sides:

Estimated Quantity Required: 500

Rate Bid, Per Book: _____

Aggregate: _____

24. Pamphlet binding:

Estimated Quantity Required: 15,000

Rate Bid, Per Volume: _____

Aggregate: _____

25. Padding:

Estimated Quantity Required: 1,500 Pads

Rate Bid, Per Pad: _____

Aggregate: _____

26. Binding in first-class cloth and/or law buckram, gold stamped on backbone (for Official Journals of the House of Delegates and Acts of the Legislature):

Estimated Quantity Required: 3,000

Rate Bid, Per Volume: _____

Aggregate: _____

(NOTE: Cloth to be used shall be equal to that used on the volumes entitled "Journal of the House of Delegates, 1995, " now on file in the office of the Clerk of the House of Delegates as an exhibit herewith. The sewing and binding shall be equal to that of said volume. The board to be used shall be best binder's board not lighter than No. 30 for books of 500 pages or less, and No. 20 for larger volumes. Blanks or "flyleaves" at the front and back of each book shall be of paper of sufficient weight and grade to make the work first class. The above rates for binding shall include all charges except for folding and stitching or sewing, and apply to books and pamphlets, not larger than 8 ½ x 11 when bound. All other materials used as well as workmanship shall be first class. No inferior work will be accepted. This note is applicable to all items of binding.)

WRAPPING AND TYING

27. Doing all work necessary for preparing laws, Journals and other books for distribution, by mail, in pasteboard or clipboard wrappers, plus good Kraft (or similar) paper, 60 pound weight wrapping:

Estimated Quantity Required: 3,000

Rate Bid, Per Volume: _____

Aggregate: _____

28. Doing all work necessary for wrapping reports, assortment of bills, resolutions and the like with good Kraft (or similar) paper, 60 pound weight, for safe mailing (paper to be furnished by Printer):

Estimated Quantity Required: 3,000

Rate Bid, Per Package: _____

Aggregate: _____

GRAND TOTAL BID: _____

RULES ON PRINTING

1. Legible and plain copy with full instructions will be furnished the Printer for every job of work; and the Printer shall promptly furnish a revised proof, reasonably free from typographical errors, of such work for inspection. Such proof will be promptly returned to the Printer with such corrections as are desired to be made, which corrections the Printer shall take care to make before printing the work; but if there be changes ordered in any job for the making of which the Printer will demand compensation, before making such changes the Printer shall have a requisition therefor. The Printer will be allowed reasonable compensation for any loss he may sustain by reason of the failure to return promptly to him such revised proof as aforesaid.

2. As to fractions, except as herein otherwise specifically provided:

(a) When the work ordered does not amount to 1,000 impressions of press work, 1,000 impressions may nevertheless be charged therefor.

(b) When folding only is required on a job and does not amount to 1,000 signatures, 1,000 signatures may nevertheless be charged therefor.

(c) When stitching only is required on a job and does not amount to 1,000 signatures, 1,000 signatures may nevertheless be charged therefor.

(d) When folding and stitching with wire is required on a job and does not amount to 1,000 signatures, 1,000 signatures may nevertheless be charged therefor.

(e) When folding and sewing with thread is required on a job and does not amount to 1,000 signatures, 1,000 signatures may nevertheless be charged therefor.

(f) In estimating the composition of all laws, Journals, public documents and pamphlets, every fraction of a page shall be counted or charged for, but no entire blank page shall be counted or charged for. Imprint page shall be counted as a blank page.

(g) In estimating press work, if any document is less than 8 ½ x 11 inches, the same shall be charged at the same rate as Item 14 under Press Work, covering blanks, circulars, etc.

(h) In estimating press work in book or pamphlet printing where cuts are printed on paper of different quality from that used in the main part of the book or pamphlet, each page so printed shall count as a full form.

These are all the fractions authorized to be charged for as a whole unit. When the press work is more than 1,000 impressions (except as in "g" above), no fractional part thereafter shall be charged as a whole.

3. When any work is done for the House of Delegates and the same is not covered by the contract of the Printer, the price charged therefor shall not be greater than the lowest rate charged any customer; and an affidavit appended to the bill therefor shall so state, and also state that the price is just and reasonable.

4. In cases of blanks or other printing requiring curved lines, or other "fancy" work, a reasonable price will be allowed for such extra work, based on the actual time required to perform such extra work.

5. All work shall be done in a first-class manner, free from typographical errors. The type must be of modern styles. Good ink shall be used, and the press work shall be first class.

6. The contract for printing is based on the use of black ink; but when work is ordered to be done in any ink costing substantially more than the said ink, reasonable compensation therefor will be made to the Printer.

7. Whenever time is charged for making changes in forms, etc., under Item 3, or otherwise, the actual time only shall be charged; and the Printer shall verify such statement by his affidavit.

8. In book and pamphlet work, when the page size does not exceed 6 x 9 inches, each form shall consist of eight pages, 19 x 25 inches press size, if possible. When page size is larger than 6 x 9 inches, each form shall consist of four pages, if the work will make that much; and such printing, when possible, shall be printed so as to make signatures of 16 pages (page size 6 x 9 inches), and signatures of eight pages (page size larger than 6 x 9 inches). One form will be allowed for printing pamphlet covers when printed on one side.

9. In estimating composition of blanks, pamphlets or books, it is the intent of the House of Delegates of West Virginia that composition referred to in this contract be charged for on a per page basis.

10. Whenever there are several blanks to be printed and the same are so nearly alike that it will be cheaper to change the forms thereof than to reset different forms or when the House of Delegates orders a bill printed which is a duplicate of one which the Senate has ordered printed by the Printer, if such should occur, the forms shall be changed and not entirely reset and the time actually occupied in making changes will be paid for at the rate bid for time work.

11. In all cases of printing, where the same form is to be printed on different kinds of paper or otherwise, so as not to require resetting of the type, only one charge shall be made for the composition. This rule shall apply also when a form is to be printed on different sheets or otherwise, and there are to be changes made merely in the headings, or in the endings, so that it is substantially the same form, but in these cases a charge may be made for the time consumed in making the changes, as provided for in the rate bid for time work.

12. Only one charge shall be made for the composition of all documents ordered to be printed by the House of Delegates and no charge or allowance shall be made for composition when extra or additional copies are ordered to be printed.

13. Blank spaces between sections or paragraphs of books and pamphlets will not be tolerated; but all the composition of such work shall be compact and no more space be made between sections and paragraphs, unless ordered, than required by the character of the work, demanded by the exigencies of the makeup, or required by the rules of good typography.

14. At the top of each page of the House of Delegates Journal there shall be printed the number of the page, the words "Journal of the House of Delegates" and the date, as shown in the Journals of the session of 1995.

15. On the first page of each House of Delegates bill, before the title, there shall be printed in brackets and in solid type, the date and by whom introduced, and such other memoranda as to proceedings in reference to the bill as the Clerk of the House of Delegates may furnish. At the top of every page of the bill there shall be printed the number of the page and the number of the bill.

16. For drying, pressing, trimming, or other necessary manipulation of labor required to be done by the Printer to make a complete and perfect job of printing, except such charges as are herein specified and bid for, no compensation shall be allowed the Printer.

17. Engraving and embossing are not included or covered by this contract.

18. If the entire cost of any job of printing computed at the contract rate does not amount to \$5.00, that sum may nevertheless be charged as a minimum.

19. Union label shall not be charged as a part of the composition.

RULES ON FOLDING AND BINDING

1. Any work done by the Printer, but not covered by this contract or the law, shall be done at a price not greater than the lowest rates charged any customer; and an affidavit appended to the bill therefor shall so state.

2. All pamphlets and book binding is to be done in signatures of sixteen pages, unless the work shall not amount to that much, in which case any number of pages less than sixteen shall constitute a signature in binding except when the pages when trimmed shall be larger than 6 x 9 inches, in which case eight pages shall constitute a signature.

3. In estimating folding in book or pamphlet binding where separate printed pages are furnished to be inserted in the book or pamphlet, each page inserted shall count as a full signature.

4. For gathering, drying, pressing, trimming or any other necessary manipulation of labor required to be done by the binder to make a complete job of binding, except such charges as are herein specified and bid for, no compensation shall be allowed to the Printer.

5. If the entire cost of any job of binding under this contract, except padding or cutting, computed at the contract rates, does not amount to \$5.00, that sum may nevertheless be charged as a minimum.

6. Punching required in pamphlet work, including bills and Journals of the House of Delegates, shall be charged for on the basis of two holes per signature.

GENERAL PROVISIONS

1. The importance of a prompt daily delivery service of the printing and binding provided for under this contract is impressed upon the Printer. It is imperative that the printing for the House of Delegates be done promptly and without unreasonable delay. Therefore, it is expressly understood and agreed that daily delivery and pick-up of copy and proofs shall be by no later than 9:00 a.m. or as further may be arranged by the Clerk of the House of Delegates and the Printer. It is further expressly understood and agreed that in the event the Printer fails, refuses or unreasonably delays delivery of items of printing or binding placed with the Printer for completion, or fails to furnish to the Clerk a monthly written inventory report of House paper stock, the Clerk of the House of Delegates for which such printing or binding is being done may transfer the work, or parts thereof, to other printing plants, or may relet the unfinished part of the contract, holding the Printer and his sureties liable for any damage or additional cost that may be incurred by the State. It is also expressly understood that during sessions of the Legislature, delivery of Journals, bills, calendars, electronic PDF

files for the Chamber Automation System and other documents which are needed for the daily session shall be not less than two hours prior to the commencement of the scheduled session on that day's delivery, unless such delivery requirement be waived by the Clerk. The Printer is not to be held liable or responsible for any delays caused by failure to complete the work in the time specified by reason of delayed proofs, excessive corrections in copy, or other causes not within his control. It is expressly understood by the Printer that the provisions of this paragraph apply during the interim period as well as during legislative sessions.

2. It is hereby expressly understood by the Printer that when a discrepancy exists between an electronic version and a hard copy version of any text furnished to be printed, the hard copy version is always to be followed unless expressly otherwise directed by the Clerk of the House. In all cases when a difference between the electronic and the hard copy version exists, the responsibility shall be upon the Printer to notify the Clerk of such difference and to seek direction or clarification from him as to which text is to be printed. The Printer shall always seek direction from the Clerk, and should the Printer fail to follow such directive, the Clerk may refuse to pay for such printing.

3. In compiling proof for the Acts and the Journals of the House, the Printer shall furnish the same to the Clerk of the House without delay and in an orderly fashion, in such manner as is satisfactory to the Clerk.

4. It is also of utmost importance and expressly understood that, following *sine die* adjournment of any session of the Legislature, the Printer shall deliver enrolled bills to the Clerk, promptly and without delay, such delivery to be completed by not later than the third working day following receipt of copy by the Printer, such receipt either by electronic transmission or by paper hard copy, in the case of general laws, and the fourth day following adjournment, Sundays excepted, in the case of appropriation bills. This provision may be waived only by mutual agreement between the Printer and the Clerk. The Printer is not to be held liable or responsible for any delays caused by failure to complete the work in the time specified by reason of delayed proofs, excessive corrections in copy, or other causes not within his control.

5. The Journal of the House of Delegates for the sixtieth (60th) day of the session and the Journal of the final day of any Regular Session or extension thereof, or of any Extraordinary Session, shall be printed without delay and shall be delivered to the Clerk of the House within one week, including Saturdays and Sundays, from receipt by the Printer of the final corrected copy from the Clerk of the House. Failure by the Printer to deliver the aforementioned Journals in accordance with the foregoing provision shall incur a penalty of \$500.00 for each calendar day of nondelivery by the Printer, such assessment to be paid by the Printer to the Clerk of the House or deducted by the Printer from the final cost of such Journals, as directed by the Clerk of the House.

6. The Printer shall deliver to the Clerk of the House the completed bound volumes of the Acts and Journals not more than forty-five (45) calendar days following approval of the final proof and written notice by the Clerk to proceed to print such bound volumes, or shall pay a penalty in the sum of \$500.00 per day for each calendar day the Printer is in default of such delivery. For purposes of this General Provision, "final proof" means the last written page of corrected text, which has received the approval of the Clerk or his designee, and which is returned to the Printer for inclusion in the text of the bound volume or volumes. Also for purposes of this General Provision, the embossed or stamped cases in which the text is bound shall be correct as to form and information as approved the Clerk of the House, and shall be subject to the default penalty set forth herein. In no instance shall a dummy copy (also known as "Sherpa") of the volume or volumes be construed to be included in the definition of "final proof" as set forth herein. Such dummy ("Sherpa") copy may be furnished to the Clerk for his inspection, or shall be furnished to him upon demand.

7. The Printer is to receive the legislative paper stock for printing and binding, but in the delivery of printing paper and other printing supplies to be provided for use by the Printer, the Printer shall provide the method and be responsible for the delivery of such printing paper and printing supplies.

8. The Printer shall furnish storage space for the legislative paper stock fully covered by insurance with loss payable clause to the West Virginia House of Delegates.

9. The Printer shall keep a complete inventory of House paper stock, and a written report of such inventory shall be furnished to the Clerk of the House of Delegates at the end of each month, indicating thereon receipts of shipments and withdrawals during the month assigning the latter to the respective printing order. Failure of the Printer to furnish such written inventory report shall constitute a breach of this contract and the Clerk may, in his discretion, invoke the remedies set forth in Item 1, General Provisions.

10. No printing job shall be invoiced at a greater rate than the shortest method and cheapest price which can be figured under this contract.

11. In no case shall the Printer furnish stock on any printing job without first securing the written permission of the Clerk of the House of Delegates.

12. It is of utmost importance that adequate staff, familiar with legislative work, be provided by the Printer to take care of requests by the Clerk of the House, or his designee. Unnecessary delays or waiting time due to inadequate staff, or the absence of staff, are not acceptable, either during the sessions of the Legislature, or during the interim period between sessions. It is understood that the Printer will ensure that printing staff are available to the Clerk, or his designee, at all times the office of the Clerk is open for business, or

as long as there may be a need for interaction between the Clerk or his staff, and the printing staff of the Printer. For purposes of this Item Number 12, normal working hours for the Office of the Clerk of the House are 8:30 AM until 4:30 PM during the interim period between sessions, and 8:30 AM until the Clerk closes the Office during sessions of the Legislature. The Printer expressly agrees to have printing staff available, without delay, to the Clerk of the House during those times.

13. The Printer agrees to provide suitable space and facilities, subject to the approval of the Clerk of the House of Delegates, for use by House proofreaders at the Printer's place of business in the City of _____, such proofreaders to be hired and compensated by the Printer, and approved by the Clerk of the House of Delegates, or hired and compensated by the Clerk of the House of Delegates, at a rate of compensation as may be mutually agreed upon by the Printer and the Clerk of the House of Delegates, if Printer hires such proofreaders, to be reimbursed to the Printer by the House of Delegates, provided that such proofreaders shall be compensated at a minimum of four hours per day when called to proofread by the Printer. It is expressly understood that any proofreading which requires less than four hours is to be completed on the same day as assigned by the Printer. It is further understood that any proofreading which requires less than four hours is to be expressly approved by the Clerk of the House. All invoices for proofreading services must receive the prior approval of the Clerk of the House, and all actual charges billed for proofreading services must be approved by the Clerk of the House.

Bid proposal hereby submitted to the Director of Purchasing,

Department of Administration, State of West Virginia, this _____ day of _____, 2012.

By its _____

(Signature of Bidder)

BID PROPOSAL ACCEPTANCE, AWARD OF CONTRACT

The bid proposal for the legislative printing and binding for the House of Delegates of the State of West Virginia set forth above and attached hereto is hereby accepted by the Director of Purchasing, Department of Administration: The contract for legislative printing and binding is hereby awarded by the Clerk of the House to:

(Name of Printing Company)

by

(Clerk of the House of Delegates)

the aforementioned company hereinafter called the "Printer", for the period beginning July 1, 2012, and ending June 30, 2013.

1. The total obligation of the House of Delegates of the State of West Virginia under the terms of this contract for legislative printing and binding during the specified period is limited to the maximum sums appropriated by the Legislature for such purposes.

2. Under this contract the Printer is to receive the legislative paper stock for printing and binding at the stock rooms kept and maintained for that purpose by the Printer and is to deliver the completed work performed under and according to these specifications to the Clerk of the House of Delegates.

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

4. This contract shall not be binding upon the parties hereto until the Printer shall have deposited with the Director of Purchasing, Department of Administration, a satisfactory surety bond for the sum of \$200,000.00 conditioned upon the faithful performance and compliance by the Printer with all terms, conditions and requirements set out in the attached bid proposal, including any renewal of this contract.

5. The Clerk of the House of Delegates shall have exclusive control over all printing authorized by the House of Delegates, and the Clerk has approved the specifications which have been incorporated by reference into this contract.

6. The Printer expressly warrants that it has employed no third person to solicit or obtain this contract on 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 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 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 State of West Virginia, and that the State of West Virginia 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.

7. The Printer shall not be held responsible for any loss resulting if the fulfillment of any terms or provisions hereof shall be delayed or prevented by revolutions or other civil disorders, wars, strikes, lockouts, fires, floods, acts of God, or by any other acts, which by the exercise of reasonable diligence said party is unable to prevent.

8. Neither this contract, nor any interest herein, may be assigned, transferred or sublet without the written consent of the Clerk of the House of Delegates.

9. This contract may be renewed for an additional term beginning July 1, 2013, and ending June 30, 2014, upon written consent of the Clerk of the House of Delegates of the State of West Virginia and the Printer.

10. If this proposal is accepted and the said printing contract awarded to the Printer, he agrees to perform the obligations thereof in strict accord with its several provisions.

11. As stated in paragraph 3 above, time is of the essence in the performance of printing and binding and other operations under this entire contract. The Printer expressly recognizes that the House of Delegates is relying on timely performance by the Printer and will schedule legislative operations as mandated by constitutional law, statutory law and internal rules of the House of Delegates in reliance upon timely performance by the Printer. Accordingly, it is expressly understood by the Printer that any default with respect to delivery of

goods or services in connection therewith in accordance with the directions of the Clerk of the House of Delegates which results in a delay in or a disruption of the operations of the House of Delegates will be deemed to substantially impair the value of the whole contract and such default shall constitute a breach of the whole contract, including, but not limited to, the provision set forth in Item 12 of the General Provisions.

IN WITNESS WHEREOF, The Printer has caused its name to be signed and its corporate seal to be affixed hereto by _____, its _____, hereunder duly authorized and the State of West Virginia has caused its name to be signed hereto by _____, Clerk of the House of Delegates, the _____ day of _____, 2012.

CONTRACT APPROVED:

GREGORY M. GRAY
Clerk of the House of Delegates

PRINTER
By its _____

EARL RAY TOMBLIN
Governor of the State of West Virginia

Approved as to form: STATE OF WEST VIRGINIA

This _____ day of _____, 2012.

DARRELL V. MCGRAW
Attorney General

By _____
Assistant Attorney General

ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

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

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

a. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractors will be used if the bidder will perform the work

b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

3. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING 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 exceed 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.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____