



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
LAB10768

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	DIVISION OF LABOR 1900 KANAWHA BOULEVARD EAST
	CHARLESTON, WV 25305
	304-558-7890

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/18/2012				

BID OPENING DATE: 04/11/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		PM		966-12		
<p>FORMS, PRINTED</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA STATE DIVISION OF PURCHASING FOR AGENCY, THE WEST VIRGINIA DIVISION OF LABOR IS SOLICITING BIDS FOR PRINTING SERVICES FOR FEDERALLY REGISTERED UNION TRADEMARK DOCUMENTS PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 04/04/12 AT 10:00AM 2019 WASHINGTON ST. E. CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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](http://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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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <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>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH 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</p>						

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DATE PRINTED <b>03/18/2012</b>	DATE OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/11/12** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR POS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET USE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE ENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITH THE FILING OF A REQUISITION OR COST ESTIMATE, AS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE USE IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATELY, BASED ON ESTIMATES SUPPLIED BY THE STATE SING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR EVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO PURCHASING DIVISION, AND A THIRD COPY RETAINED BY SPENDING UNIT.</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</p>						

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<p>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. 01/17/2012</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: PAUL REYNOLDS FILE #43</p> <p>RFQ. NO.: LAB10768</p> <p>BID OPENING DATE: 04/11/2012</p> <p>BID OPENING TIME: 01:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:            (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						

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## Printing Services

### LAB10768

#### **I. PURPOSE AND SCOPE:**

The WV Division of Labor is soliciting bids to establish an open-end contact for printing services.

#### **II. DEFINITIONS:**

The terms listed below shall have the meanings assigned to them as follows:

1. "Agency" or "Agencies" means WV Division of Labor.
2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the Desired Items as specified herein.
3. "Desired Item" or "Desired Items" means the list of items identified in Section III, Subsection 1 below.
4. "Bid Evaluation Page" means the page upon which Vendor should list its proposed price for the Desired Items in the manner requested thereon. The Bid Evaluation Page is attached.
5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
6. "RFQ" means the official RFQ published by the Purchasing Division and identified as LAB10768.
7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
8. "Vendor" or "Vendors" means the successful bidder(s).



## Printing Services

### LAB10768

#### III. GENERAL REQUIREMENTS

1. **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the Desired Items listed below. Desired Items must meet or exceed the mandatory requirements as shown below.

- a. **Printed Documents**

- i. Vendor must supply all materials and labor to provide all printed documents.
- ii. All documents printed must include the Allied Printing Trades Council Union Label or the Communication Workers of America Union Label or the Graphic Communications International Union Label. Vendor must supply with the bid package, their current license that certifies their ability to print one of the three federally registered union trademarks.
- iii. Vendor must supply the name and address of two (2) businesses that they have provided printing services to in the last six (6) months.
- iv. Vendor must archive all documents for future changes.
- v. Vendor must type set all printing from a paper copy of the original supplied by the Division of Labor.
- vi. Vendor must supply the name, telephone number and email address of two (2) contacts for emergency purposes.
- vii. Vendor must maintain adequate supplies to provide the demands of the contract.
- viii. See Bid Cost Sheet for a list of each individual document and their requirements.
- ix. Vendor must supply with their bid package, a sample of documents # 5, 10, 14, 25, & 35 from the Bid Cost Sheets.

#### IV. CONTRACT AWARD

1. **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Desired Items listed above. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost.
2. **Bid Evaluation Page:** Vendor must complete the Bid Evaluation Page by filling in any requested information and responding to yes or no questions with an X by the appropriate response. Vendor should complete the Bid

## Printing Services

### LAB10768

Evaluation Page in full as failure to complete the Bid Evaluation Page in its entirety may result in Vendor's bid being disqualified.

3. **Bid Cost Sheet:** Vendor must complete the Bid Cost Sheets by inserting the item cost in the space provided. The Vendor should then multiply the estimated quantity by the item cost to obtain the total cost to the agency for each item. After obtaining the total cost for each item the column containing the total cost to the Agency should be added together to arrive at the total (Item Cost X Estimated Annual Usage = Total Cost to agency for item) (Sum of Total Cost to Agency for all items = TOTAL) Vendor should complete all Bid Cost Sheets in full as failure to complete the all Bid Cost Sheets in their entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Cost Sheets to prevent errors in the evaluation.

4. **Pricing:** All quoted costs must include:
  - Any typeset charges.
  - Any archive charges.
  - Any requested changes to the document. (i.e. fax number change)

## V. PAYMENT

1. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

## Printing Services

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### VI. DELIVERY REQUIREMENTS

1. **Delivery Location:** Deliveries shall be made to the (2) agency locations.

WV Division of Labor  
Bldg. 6, Room 749B  
State Capitol Complex  
Charleston, WV 25305

WV Division of Labor  
Weights & Measures Laboratory  
570 MacCorkle Ave., West  
St. Albans, WV 25177

2. **Shipment and Delivery:** Vendor must deliver items ordered within seven (7) working days of date agency requisition is placed.

3. **Emergency Delivery:** Any printing that must be redone as a result of Vendor error will constitute an emergency and require delivery to the Agency within (two) working days of notification and will not incur any additional charges to the Agency.

4. **Delivery Cost/Risk of Loss:** Vendor shall deliver the Desired Items F.O.B. destination to the Agency's location or locations identified above.

5. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Desired Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for:

- (a) Cancellation of the Contract, and
- (b) Obtaining the Desired Items from a third party

Any Agency seeking to obtain the Desired Items from a third party under this provision must first obtain approval of the Purchasing Division.

### VII. MISCELLANEOUS

1. **Mandatory Requirements:** The terms "must," "will," "shall," "minimum," "maximum," or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.

## Printing Services

### LAB10768

2. **Waiver:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

WEST VIRGINIA DIVISION OF LABOR  
BIDDER'S EVALUATION REPORT

LAB10768

NOTE TO BIDDER: Procurement Specification No. LAB10768, Section III, Paragraph 4.0 recommends the completion and submission of this report with your bid. Purpose of this report is to enable the West Virginia Division of Labor Evaluation Committee to make full and fair evaluation of the bid. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

1.0 Have you complied with all mandatory specifications? \_\_\_\_ YES \_\_\_\_ NO

2.0 SPECIFICATIONS OF THE QUOTED SERVICES: Printing Services required by the DOL

2.0.1 Which Union Labor will be printed on the documents printed? \_\_\_\_\_  
a. Have you included a copy of your current license that certifies your ability to print the union label? \_\_\_\_ Yes \_\_\_\_ No

2.0.2 Please list the name and address of two (2) businesses that you have provided printing services to In the last six months.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.0.3 Will all documents be archived for future changes? \_\_\_\_ yes \_\_\_\_ no

2.0.4 Can you type set all printing from a paper copy of the original document? \_\_\_\_ yes \_\_\_\_ no

2.0.5 Please list the name, telephone number and email address of two (2) contacts for emergency purposes:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WEST VIRGINIA DIVISION OF LABOR  
BIDDER'S EVALUATION REPORT

LAB10768

2.0.6 Have you supplied a sample of document # 5, 10, 14, 25 & 35 from the Bidders Cost Sheet. \_\_\_\_\_yes\_\_\_\_\_no

Item #	Estimated Annual Usage	Cost Item Descriptions	Item Cost	Total Cost
1	3500	WV Contractor Licensing Chapter 21 booklet - Center fold Colors: white background, black text, PMS-315 custom mix blue graphic		
2	8 boxes @ 500 per box	Business Cards - White card, Blue text, PMS-873 custom mix gold state seal, print raised on card		
3	15000	#10 - 4 1/8" X 9 1/2" Classic LAID IMAG Envelopes - natural white envelope, black text		
4	20250	Contractor License original License Paper Stock- 60 lb natural parcthone, black text, PMS-315 custom mix blue graphic		
5	10000	Contractor Licensing Board Letterhead - 24 lb natural white classic laid writing, black text, PMS-315 custom mix blue graphic		
6	20000	Contractor Licensing Original 8 3/4" X 11 1/4" Windowed Envelopes White envelope, red text		
7	20000	Contractor Licensing #10- 4 1/8" X 9 1/2" White Woven Windowed Envelopes, black text		
8	2500	Contractor Licensing Application/ Affidavit 60 lb white offset Book style, double sided		
9	1000	Contractor Licensing Cease & Desist Order - 2 part NCR paper		
10	500	Crane Operator Certification Act Booklet Center Fold White paper, black text		
11	2000	Crane Certification #10 - 4 1/8" X 9 1/2" White Woven Windowed white envelope, blue text		
12	2000	Crane Certification #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, blue text		
13	2000	Crane Certification # 6 - 3 5/8" X 6 1/2" White Woven Envelope white envelope, black text		
14	250	Crane Certification Notice of Violation - 3 part NCR paper		

**BIDDERS EVALUATION REPORT  
COST SHEET  
LAB 10768**

Item #	Estimated Annual Usage	Cost Item Descriptions	Item Cost	Total Cost
15	500	Plumber Certification Booklet Center Fold, White paper, black text		
16	10000	Plumber Certification #10 - 4 1/8" X 9 1/2" White Woven Windowed white envelope, blue text		
17	2000	Plumber Certification #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, blue text		
18	1000	Plumber Certification # 6 - 3 5/8" X 6 1/2" White Woven Envelope white envelope, black text		
19	250	Plumber Licensing Cease & Desist Order - 2 part NCR paper		
20	500	Manufactured Housing Booklet, Center Fold, White paper, black text		
21	2000	Manufactured Housing #10 - 4 1/8" X 9 1/2" White Woven Windowed white envelope, black text		
22	2000	Manufactured Housing #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, black text		
23	500	Manufactured Housing Original License Paper Stock		
24	50 boxes	Business Cards - White card, blue text		
25	10000	Wage & Hour Letterhead - White 24 lb bond 25% cotton, blue text PMS 873 custom mix gold seal		
26	6000	Wage & Hour #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, blue text		
27	2000	Wage & Hour Cease & Desist Order - 3 part NCR paper		
28	4000	Wage & Hour Notice to Produce Records - 3 part NCR paper		
29	4500	Wage & Hour Prevailing Wage Survey - 4 pages, double sided white paper, black text		
30	1000	Request for Supplies - 3 part NCR paper		
31	2500	Administration #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, blue text		



**BIDDERS EVALUATION REPORT  
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Item #	Estimated Annual Usage	Cost Item Descriptions	Item Cost	Total Cost
32	2500	Administration Letterhead - 24 lb bond 25% cotton white Paper, blue text, PMS-873 custom mix gold seal		
33	1500	Weights & Measures Letterhead, 24 lb bond 25% cotton white Paper, blue blue text, PMS-873 custom mix gold seal		
34	1500	Bedding #10 - 4 1/8" X 9 1/2" White Woven Windowed white envelope, black text		
35	1500	Weights & Measures #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, blue text		
36	25000	2" round Device Approval labels, screen printed, 1 color ink on white vinyl with clear 1 mil lamination. Color changes each year		
37	500	2 1/2" X 4" Temporary Use labels, print Flexography 2 colors ink, black and flood coat Blue on .0034 white vinyl film w/.0008 clear polypropylene and permanent adhesive Colors change each year		
38	500	2 1/2" X 4" Condemned labels, print Flexography, Black ink on .004 Yellow vinyl film with permanent adhesive with .0008 clear polypropylene with permanent adhesive Colors change each year		
39	500	2 1/2" X 4" Attention labels, Flexography 2 colors ink, Black and flood gate orange on .004 white vinyl film w/permanent adhesive with .0008 clear polypropylene w/permanent adhesive. Colors change each year.		
40	500	3.5 X .625 Security Seals, print letterpress, 2 colors ink, black and flood coat Yellow on .002 Polyester Void Security stock, sequentially numbered		
41	1000	Amusement Ride Permit to Operate 4" X 4" Flexography, Green ink on grey vinyl film with clear polypropylene and permanent adhesive. Color of permit changes each year.		
42	7500	Consumer Protection #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, blue text		
43	5000	Consumer Protection Letterhead, 24 lb bond 25% cotton white Paper, Blue text, PMS-873 custom mix gold seal		
44	1000	Consumer Protection 6 1/2" X 3 5/8" White Woven Envelope White Envelope with blue text		

**BIDDERS EVALUATION REPORT  
COST SHEET  
LAB 10768**

Item #	Estimated Annual Usage	Cost Item Descriptions	Item Cost	Total Cost
45	7500	Occupational Safety #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, blue text		
46	5000	Occupational Safety Letterhead, 24 lb 25% cotton white Paper, Blue text, PMS-873 custom mix gold seal		
47	1000	Occupational Safety 3 7/8" X 8 3/4" Business Reply white envelope with black text		
48	500	Occupational Safety 6 1/2" X 3 5/8" White Woven Envelope White Envelope with blue text		

**TOTAL**

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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 owed 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.** \_\_\_\_\_