



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

Solicitation

NUMBER
DEL87

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
DEAN WINGERD 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED
06/19/2014

BID OPENING DATE: 07/15/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** PLEASE NOTE THIS RFQ REQUIRES THAT A BID BOND IN THE AMOUNT OF \$15,000.00 MUST BE INCLUDED WITH THE BID AT THE TIME OF BID SUBMISSION. CASHIER'S CHECKS, OR SECURITIES IN ANY OTHER FORM, ARE NOT ACCEPTABLE IN LIEU OF A BIDDER'S BOND. *****</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA HOUSE OF DELEGATES, IS SOLICITING BIDS TO PROVIDE LEGISLATIVE PRINTING AND BINDING, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS. 2. GENERAL TERMS AND CONDITIONS. 3. DEL87 SPECIFICATIONS. 4. CERTIFICATION AND SIGNATURE PAGE. 5. PURCHASING AFFIDAVIT. 6. VENDOR PREFERENCE FORM. 						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - A pre-bid meeting will not be held prior to bid opening.

 - A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

 - A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: July 7, 2014 at 5:00pm

Submit Questions to: Dean Wingerd

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: Dean.C.Wingerd@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: July 15, 2014 at 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award

and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to One (1) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 12 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation

during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code § 5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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 full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or

maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 38. [RESERVED]**
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference.

If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**BID PROPOSAL FOR LEGISLATIVE
PRINTING AND BINDING
FOR THE HOUSE OF DELEGATES
OF THE
STATE OF WEST VIRGINIA
JULY 1, 2014 THROUGH JUNE 30, 2015
(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, 2014 THROUGH JUNE 30, 2015**

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, 2014, and ending June 30, 2015, and thereafter, in event the option is exercised, for an additional one-year period beginning July 1, 2015, and ending June 30, 2016, 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 individual 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, 2015, and ending June 30, 2016, 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. Notwithstanding any other contract provisions herein establishing a penalty for failure to timely perform a printing job, including daily delivery of proofs between the Printer and the Clerk of the House, failure of the Printer to perform any printing job or delivery of proofs in a reasonable time period established by the Clerk of the House, shall

subject the Printer to a \$100.00 per day penalty for each day the Printer fails to perform. If, in the judgment of the Clerk of the House, the delay impedes the business of the House of Delegates, the Clerk may, at his discretion, cancel the contract.

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 by 8:00 a.m. on the day when 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 electronically transferred text is lower than the correction charge per page, the payment will be made on the basis of electronically transferred text 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

The printing of letterheads and envelopes are an option under this contract, and the Clerk of the House or his designee may exercise discretion when ordering the same.

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. 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.)

10. 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

11. Book and Pamphlet Work:

Estimated Quantity Required: 5000 Press Forms

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

Aggregate: _____

12. 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: _____

13. 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

14. 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: _____

15. 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: _____

16. Folding and stitching, with wire:

Estimated Quantity Required: 300,000 Signatures

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

Aggregate: _____

17. 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

18. For punching, per signature:

Estimated Quantity Required: 300,000 Signatures

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

Aggregate: _____

19. 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

20. 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

21. 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: _____

22. Pamphlet binding:

Estimated Quantity Required: 15,000

Rate Bid, Per Volume: _____

Aggregate: _____

23. Padding:

Estimated Quantity Required: 1,500 Pads

Rate Bid, Per Pad: _____

Aggregate: _____

24. 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 1/2 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

25. 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: _____

26. 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. In addition to the printed hard copy bound Journal and hard copy bound Acts, the Printer shall forthwith deliver electronic versions of the same to the Clerk of the House in separate searchable PDF format. 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 _____, 2014.

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. 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, 2014, and ending June 30, 2015.

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, 2015, and ending June 30, 2016, 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 _____, 2014.

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 _____, 2014.

PATRICK MORRISEY
Attorney General

By _____
Assistant Attorney General

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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 _____

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____