



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

**Solicitation**

|            |
|------------|
| NUMBER     |
| DMV140141A |

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| PAGE |
| 1    |

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

DIVISION OF MOTOR VEHICLES

SHIP TO

1317 HANSFORD STREET  
 CHARLESTON, WV  
 25311 558-0002

|              |
|--------------|
| DATE PRINTED |
| 10/07/2013   |

BID OPENING DATE: 11/06/2013

BID OPENING TIME 1:30PM

| LINE  | QUANTITY             | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------------------|-----|----------|-------------|------------|--------|
| THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF MOTOR VEHICLES REQUEST A QUOTE TO PROVIDE PRINTING OF VARIOUS TITLES, POWER OF ATTORNEY AND TM-5 REASSIGNMENT SUPPLEMENT FORMS PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.<br><br>MANDATORY PRE-BID MEETING: 10/22/2013 AT 2:00 PM (SEE INSTRUCTIONS TO BIDDERS) |                      |     |          |             |            |        |
| 0001  | 200,000              | EA  |          | 971-20      |            |        |
|   | CUT SHEET TITLES     |     |          |             |            |        |
| 0002  | 5,000                | EA  |          | 971-20      |            |        |
|   | NON-REPAIRABLE TITLE |     |          |             |            |        |
| 0003  | 800,000              | EA  |          | 971-20      |            |        |
|   | CONTINUOUS TITLE     |     |          |             |            |        |

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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| 304-558-0468                            |

RFQ COPY

TYPE NAME/ADDRESS HERE

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DIVISION OF MOTOR VEHICLES

1317 HANSFORD STREET  
 CHARLESTON, WV  
 25311 558-0002

|              |
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| DATE PRINTED |
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BID OPENING DATE: 11/06/2013

BID OPENING TIME 1:30PM

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER                  | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|------------------------------|------------|--------|
| 0004   | 75,000   | EA  |          | 971-20                       |            |        |
|  |          |     |          | SECURE POWER OF ATTORNEY     |            |        |
| 0005   | 100,000  | EA  |          | 971-20                       |            |        |
|  |          |     |          | TM5 REASSIGNMENT SUPPLEMENTS |            |        |
| ***** THIS IS THE END OF RFQ DMV140141A ***** TOTAL: |          |     |          |                              |            |        |

|           |      |                                   |      |
|-----------|------|-----------------------------------|------|
| 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:

October 22, 2013 at 2:00 pm

WV Department of Motor Vehicles  
5707 MacCorkle Ave., S.E. Ste 200  
Charleston, WV 25317

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: October 24, 2013

Submit Questions to: Dean Wingerd

2019 Washington Street, East  
Charleston, WV 25305  
Fax: 304-558-3970  
Email: [Dean.C.Wingerd@wv.gov](mailto: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 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: November 6, 2013 at 1:30 pm

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 must be submitted to the Purchasing Division Director 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 Two (2) successive one (1) year periods. 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.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**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 of 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 100% of contract value . 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](mailto: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.



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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Motor Vehicles to establish an open-end contract for the printing of Cut Sheet Titles, Regular Titles, Non-Repairable Titles, Secure Power of Attorney and TM5 Reassignment Forms.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as **DMV140141A**
  - 2.4 **“DMV”** means the West Virginia Division of Motor Vehicles.
  - 2.5 **“UV”** means Ultraviolet.
  - 2.6 **“PMS”** refers to Pantone Matching System Color Chart.
  - 2.7 **“CF”** means Coded Front.
  - 2.8 **“CFB”** means Coded Front and Back
  - 2.9 **“TM-5”** AKA Reassignment Supplement, please see attached sample.
  - 2.10 **“WVURDA”** mentioned in exhibit B means West Virginia Uniform Records Disclosure Act found in West Virginia Code 17A-2A-1 et Seq.
  - 2.11 **“PII”** means Personally Identifiable Information and is defined as information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

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**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1 Specifications For  
Cut-Sheet West Virginia  
Certificate of Title Forms:**

Size: 8 ½" x 11", 1 part, cut-sheet.

Must be compatible with IBM 3800 laser printers, IBM 4630 printers and Lexmark duplex laser printers.

Estimated annual usage 200,000. Estimate only not order quantity.

The following paper and printing specifications must be strictly adhered to.

**Paper Specifications:**

Must be Portal's white 24LB. cylinder mould paper, or equivalent with three dimensional multi-tonal watermark in a continuous pattern, standard "eagle design" is acceptable. There must also be a "security thread" of micro printed polyester embedded in paper that is continuously printed with security text, and fluoresces blue/white under UV Light. Paper is also to be coated front and back with toner anchorage to enhance laser printing quality.

Paper must have chemical sensitization in sheet that will exhibit marked chemical reaction (in the form of various stains) to thwart falsification of the document through the use of chemical eradicators. Protection to be afforded from those chemicals that are classified according to the following families: polar solvents, a-polar solvents, acids, oxidizing agents, strong bases, and weak bases.

Paper must also have security fibers of visible blue and visible fluorescent yellow/green that can be seen under UV Light.



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**Printing Specifications:**

Form must have consecutive number in one position using heat-resistant, fluorescent red ink, and E-13B font numbers. See provided example. No missing numbers allowed.

Pantograph on face and back of form must be a Securescan or equivalent pantograph that completely “drops out” when imaged on the West Virginia DMV’s optical imaging system scanners, Bell & Howell Copyscan 8000-Spectrum. This feature has a disguised “VOID” in the pantograph if form is copied, and this feature and the pantograph must not be visible when scanned into the DMV’s optical disk storage system.

There must also be a logo line or micro line of print in the first lien release section on the face of the form above “signature of person or officer”. This appears as a signature line, but actually is a printed line, “West Virginia DMV” repeating full width of line. This can only be seen when magnified.

The back of the form must contain a Safetybloc, or equivalent security feature in the odometer reading boxes to deter any erasures or alteration of data written in these boxes. The Safetybloc, or equivalent feature, must have micro printing in gray ink reading “State of West Virginia” in a step and repeat pattern.

Vendor must enclose sample paper and compatible scanner pantograph for review by DMV personnel upon request.

**Packaging Requirements:**

Forms are to be packed 2,000 per carton. No missing numbers, overage or shortage will be tolerated. Beginning and ending numbers must be listed on each carton. Carton must be sealed with printed security tape to deter tampering with sealed cartons.

**3.1.2 Specifications For  
West Virginia Non-Repairable  
Motor Vehicle/Boat Certificate:**

Size: 9 ½” x 11”, 1 part continuous feed, ½” strip off margins left and right.

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Must be compatible with IBM 3800 laser printers, IBM 4630 printers and Lexmark duplex laser printers.

Estimated annual usage: 5,000. Estimate only not order quantity.

The following paper and printing specifications must be strictly adhered to.

**Paper Specifications:**

Must be Portal's white 24LB. cylinder mould paper, or equivalent with three dimensional multi-tonal watermark in a continuous pattern, standard "eagle design" is acceptable. There must also be a "security thread" of micro printed polyester embedded in paper that is continuously printed with security text, and fluoresces blue/white under UV Light. Paper is also to be coated front and back with toner anchorage to enhance laser printing quality.

Paper must have chemical sensitization in sheet that will exhibit marked chemical reaction (in the form of various stains) to thwart falsification of the document through the use of chemical eradicators. Protection to be afforded from those chemicals that are classified according to the following families: polar solvents, acids, oxidizing agents, strong bases, and weak bases.

Paper must also have security fibers of visible blue and visible fluorescent yellow/green that can be seen under UV Light.

**Printing Specifications:**

Form must have consecutive number in one position using heat-resistant, fluorescent red ink, and E-13B font numbers. See provided example. No missing numbers allowed.

Face ink is to be in PMS222 red and Securescan or equivalent approved heat resistant inks. Backer ink and composition is to be a step and repeat diagonal pattern over the entire back of the document reading "Non-Repairable Motor Vehicle/Boat".

Pantograph on the face of the form must be a Securescan or equivalent pantograph that completely "drops out" when imaged on the West Virginia DMV's optical imaging system scanners, Bell & Howell Copyscan 8000-Spectrum. This feature has a disguised "VOID" in the pantograph if form is copied, and this



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feature and the pantograph must not be visible when scanned into the DMV's optical disk storage system.

Vendor must enclose sample paper and compatible scanner pantograph for review by DMV personnel upon request.

**Packaging Requirements:**

Forms are to be packed 2,000 per carton. No missing numbers, overage or shortage will be tolerated. Beginning and ending numbers must be listed on each carton. Carton must be sealed with printed security tape to deter tampering with sealed cartons.

**3.1.3 Specifications For  
West Virginia Certificate of Title Forms:**

Size: 9 ½" x 11", 1 part continuous feed, ½" strip off margins left and right.

Must be compatible with IBM 3800 laser printers, IBM 4630 printers and Lexmark duplex laser printers.

Estimated annual usage-800,000. Estimate only not order quantity.

Orders are usually placed 2 times per year; 400,000 each order.

The following paper and printing specifications must be strictly adhered to.

**Paper Specifications:**

Must be Portal's white 24LB. cylinder mould paper, or equivalent with three dimensional multi-tonal watermark in a continuous pattern, standard "eagle design" is acceptable. There must also be a "security thread" of micro printed polyester embedded in paper that is continuously printed with security text, and fluoresces blue/white under UV Light. Paper is also to be coated front and back with toner anchorage to enhance laser printing quality.

Paper must have chemical sensitization in sheet that will exhibit marked chemical reaction (in the form of various stains) to thwart falsification of the document through the use of chemical eradicators. Protection to be afforded from those chemicals that are classified according to the following families: polar solvents,

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a-polar solvents, acids, oxidizing agents, strong bases, and weak bases.

Paper must also have security fibers of visible blue and visible fluorescent yellow/green that can be seen under UV Light.

**Printing Specifications:**

Form must have consecutive number in one position using heat-resistant, fluorescent red ink, and E-13B font numbers. See provided example. No missing numbers allowed.

Pantograph on the face of the form must be a Securescan or equivalent pantograph that completely “drops out” when imaged on the West Virginia DMV’s optical imaging system scanners, Bell & Howell Copyscan 8000-Spectrum. This feature has a disguised “VOID” in the pantograph if form is copied, and this feature and the pantograph must not be visible when scanned into the DMV’s optical disk storage system.

There must also be a logo line or micro line of print in the first lien release section on the face of the form above “signature of person or officer”. This appears as a signature line, but actually is a printed line, “West Virginia DMV” repeating full width of line. This can be seen only when magnified.

The back of the form must contain a Safetybloc, or equivalent security feature in the odometer reading boxes to deter any erasures or alteration of data written in these boxes. The Safetybloc, or equivalent feature, must have micro printing in gray ink reading “State of West Virginia” in a step and repeat pattern.

Vendor must enclose sample paper and compatible scanner pantograph for review by DMV personnel upon request.

**Packaging Requirements:**

Forms are to be packed 2,000 per carton. No missing numbers, overage or shortage will be tolerated. Beginning and ending numbers must be listed on each carton. Carton must be sealed with printed security tape to deter tampering with sealed cartons.



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**3.1.4 Specifications For  
West Virginia Secure Power Of Attorney Forms:**

Size: 8 ½" x 11 5/8" of bound set construction, 5 parts carbon interleaved & carbonless construction in same set.

Estimated annual usage-75,000 estimate only; not ordered at one time.

The following specifications must be strictly adhered to:

Part 1: white, 24LB. Recycled conservator with Fourdrinier "linked chain design" watermark imbedded in the sheet.

Part 2: white, 24LB. Recycled conservator with Fourdrinier "linked chain design" watermark imbedded in the sheet.

Part 3: white, 19LB. Self-contained coated-back

Part 4: white, 14.5LB. CFB

Part 5: white, 13LB. CF

**Additional Specifications:**

Form shall contain a red ink clear through consecutive number on all parts. See provided example. No missing numbers allowed. All printing is in PMS 287 blue, with parts 1 and 2 same copy, and parts 3, 4, and 5 same copy except marginal words on each part.

Parts 1 and 2 must contain a security pantograph with the word "VOID" hidden in the pantograph, becoming visible when the document is reproduced on a copier. Paper must contain a genuine watermark imbedded in paper, and a warning band to not accept this document unless the watermark is visible when held to light to view; must be printed on the document. Paper must also have full chemical reactivity ensuring that any chemical alteration of the form will be immediately signaled by discoloration of the sheet when applied to either side of sheet. Paper must also have embedded overt and covert fibers that are impossible to reproduce on a copier. The covert fibers can only be viewed under UV Light.

Forms are to be packaged 500 per carton, wrapped 50 sets per package with beginning and ending numbers on each package and

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outer cartons. Cartons must be sealed with printed security tape to deter any tampering with sealed cartons.

Vendor must enclose sample paper and compatible scanner pantograph for review by DMV personnel upon request.

**3.1.5 Specifications for West Virginia TM-5  
Reassignment Supplements:**

Size: 8 ½" x 11", 1 part cut-sheet

Estimated annual usage 200,000. Estimate only not order quantity.

The following paper and printing specifications must be strictly adhered to.

Paper must be 24 LB. security paper and must include the following features: Fourdrinier watermark in paper, including chemical sensitivity, toner retention and invisible security fibers.

Other requirements: face inks must be 287 blue and black, with "VOID" security pantograph. No backer printing.

Consecutive numbering: must be penetrating black to red ink consecutive numbering. Please see provided example. No missing numbers allowed.

Vendor must enclose sample of Fourdrinier watermark paper, compatible scanner pantograph and all security features listed above for review by DMV personnel upon request.

**3.2 Manufacturing Security:**

1. Must have armed guard service 24 hours per day, 7 days per week.
2. Secured manufacturing area must be provided and monitored by armed guard.
3. Photo film and plates are to be in a locked safe(s) in the pre-press area.



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4. All used plates are to be mutilated or destroyed and returned to DMV when contract is complete, or as directed by the DMV.
5. All quality control samples and docket materials must be voided, logged and filed in a locked safe(s) and returned to DMV when contract is complete, or as directed by the DMV.
6. WV DMV personnel or their assigns may, at any time during the contract, at their own expense, visit vendor's manufacturing facility to confirm that security requirements are being met.

**4. CONTRACT AWARD:**

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 **Pricing Pages:** Vendor should complete the Pricing Page by entering the unit price per thousand and multiplying by the estimated quantity to provide an extended price. Vendor shall then total all items to obtain the grand total. Vendor should complete the Pricing Page in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:

Dean Wingerd, Buyer  
Dean.C.Wingerd@wv.gov

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**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within Fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within Five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be



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unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. MISCELLANEOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

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**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_



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| EXP. DATE  |   |   |   |
| DL OR ID # |   |   |   |



The Division of Motor Vehicles of West Virginia certifies that pursuant to an application under oath and in substance prescribed by the laws of West Virginia and filed with said Division, the applicant, whose name and address first herein below appear, has been registered in the office of said Division as the lawful owner of the vehicle/boat herein after described, or is otherwise entitled to have said vehicle/boat registered in the name of said applicant, that is to say:

| MAKE/BODY | YEAR MODEL | VEHICLE/BOAT IDENTIFICATION NO. | WEIGHT/LENGTH | TITLE NUMBER | PREVIOUS TITLE NUMBER |
|-----------|------------|---------------------------------|---------------|--------------|-----------------------|
|-----------|------------|---------------------------------|---------------|--------------|-----------------------|

Said Division further certifies that from said verified application it appears the above described vehicle/boat is subject to the lien and encumbrance described below, and none other, that is to say:

|   |  |
|---|--|
| <p><b>FIRST LIEN</b></p> <p>Name and mail address of lienholder</p>   | <p><b>RELEASE</b></p> <p>This lien fully paid, satisfied and released on this the _____ day of _____, 20____</p> <p>Name of Lienholder _____</p> <p>Signature of person or officer _____</p> |
| <p>taken, subscribed and sworn to before me this the _____ day of _____, 20____</p> <p>Notary Public _____</p> <p>My commission expires on _____ day of _____, 20____</p> |  |
| <p><b>SECOND LIEN</b></p> <p>Name and mail address of lienholder</p>  | <p><b>RELEASE</b></p> <p>This lien fully paid, satisfied and released on this the _____ day of _____, 20____</p> <p>Name of Lienholder _____</p> <p>Signature of person or officer _____</p> |
| <p>taken, subscribed and sworn to before me this the _____ day of _____, 20____</p> <p>Notary Public _____</p> <p>My commission expires on _____ day of _____, 20____</p> |  |

Sample



Witness the corporate name of the Division of Motor Vehicles of West Virginia and the seal of said Division the day of the year set beneath the name of the applicant in the Certificate.

DIVISION OF MOTOR VEHICLES

WV-1235271



Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

**ASSIGNMENT OF CERTIFICATE OF TITLE**

The undersigned hereby certifies that for the sale price herein stated the vehicle/boat described in this title has been transferred to the following printed name and address:

|               |             |             |           |
|---------------|-------------|-------------|-----------|
| Sale Price \$ | Trade In \$ | Net Cost \$ | 5% Tax \$ |
|---------------|-------------|-------------|-----------|

|                   |         |
|-------------------|---------|
| Name of Purchaser | Address |
|-------------------|---------|

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

|                                     |  |   |   |
|-------------------------------------|--|---|---|
| <input type="checkbox"/> No Tenth's | <b>CAUTION:</b><br>READ CAREFULLY<br>BEFORE YOU<br>CHECK A BLOCK | <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. | <input type="checkbox"/> 2. The odometer reading is not the actual mileage.<br>WARNING - ODOMETER DISCREPANCY |
|-------------------------------------|--|---|---|

|  |                                       |                          |              |
|--|---------------------------------------|--------------------------|--------------|
| Signature(s) of Seller(s) / Dealer:<br>(X) | Printed Name(s) of Seller(s) / Dealer | Dealer's Certificate No. | Date of Sale |
|--|---------------------------------------|--------------------------|--------------|

"I am aware of the above odometer certification made by the seller."

|                                  |                              |   |
|----------------------------------|------------------------------|---|
| Signature(s) of Buyer(s):<br>(X) | Printed Name(s) of Buyer(s): | Warning: This Application Must Not Be Signed Unless The Name And Address Of The Purchaser Appears Above |
|----------------------------------|------------------------------|---|

|   |             |             |           |
|---|-------------|-------------|-----------|
| <b>1st RE-ASSIGNMENT BY DEALER ONLY</b> |             |             |           |
| Sale Price \$                           | Trade In \$ | Net Cost \$ | 5% Tax \$ |

The undersigned dealer hereby certifies that the vehicle/boat described in this title has been transferred to the following printed name and address:

|                   |         |
|-------------------|---------|
| Name of Purchaser | Address |
|-------------------|---------|

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

|                                     |  |   |   |
|-------------------------------------|--|---|---|
| <input type="checkbox"/> No Tenth's | <b>CAUTION:</b><br>READ CAREFULLY<br>BEFORE YOU<br>CHECK A BLOCK | <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. | <input type="checkbox"/> 2. The odometer reading is not the actual mileage.<br>WARNING - ODOMETER DISCREPANCY |
|-------------------------------------|--|---|---|

|                                |                               |                          |              |
|--------------------------------|-------------------------------|--------------------------|--------------|
| Signature Dealer/Agent:<br>(X) | Printed Name of Dealer/Agent: | Dealer's Certificate No. | Date of Sale |
|--------------------------------|-------------------------------|--------------------------|--------------|

"I am aware of the above odometer certification made by the seller."

|                                  |                              |
|----------------------------------|------------------------------|
| Signature(s) of Buyer(s):<br>(X) | Printed Name(s) of Buyer(s): |
|----------------------------------|------------------------------|

|   |             |             |           |
|---|-------------|-------------|-----------|
| <b>2nd RE-ASSIGNMENT BY DEALER ONLY</b> |             |             |           |
| Sale Price \$                           | Trade In \$ | Net Cost \$ | 5% Tax \$ |

The undersigned dealer hereby certifies that the vehicle/boat described in this title has been transferred to the following printed name and address:

|                   |         |
|-------------------|---------|
| Name of Purchaser | Address |
|-------------------|---------|

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

|                                     |  |   |   |
|-------------------------------------|--|---|---|
| <input type="checkbox"/> No Tenth's | <b>CAUTION:</b><br>READ CAREFULLY<br>BEFORE YOU<br>CHECK A BLOCK | <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. | <input type="checkbox"/> 2. The odometer reading is not the actual mileage.<br>WARNING - ODOMETER DISCREPANCY |
|-------------------------------------|--|---|---|

|                                |                               |                          |              |
|--------------------------------|-------------------------------|--------------------------|--------------|
| Signature Dealer/Agent:<br>(X) | Printed Name of Dealer/Agent: | Dealer's Certificate No. | Date of Sale |
|--------------------------------|-------------------------------|--------------------------|--------------|

"I am aware of the above odometer certification made by the seller."

|                                  |                              |
|----------------------------------|------------------------------|
| Signature(s) of Buyer(s):<br>(X) | Printed Name(s) of Buyer(s): |
|----------------------------------|------------------------------|

|   |             |             |           |
|---|-------------|-------------|-----------|
| <b>3rd RE-ASSIGNMENT BY DEALER ONLY</b> |             |             |           |
| Sale Price \$                           | Trade In \$ | Net Cost \$ | 5% Tax \$ |

The undersigned dealer hereby certifies that the vehicle/boat described in this title has been transferred to the following printed name and address:

|                   |         |
|-------------------|---------|
| Name of Purchaser | Address |
|-------------------|---------|

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

|                                     |  |   |   |
|-------------------------------------|--|---|---|
| <input type="checkbox"/> No Tenth's | <b>CAUTION:</b><br>READ CAREFULLY<br>BEFORE YOU<br>CHECK A BLOCK | <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. | <input type="checkbox"/> 2. The odometer reading is not the actual mileage.<br>WARNING - ODOMETER DISCREPANCY |
|-------------------------------------|--|---|---|

|                                |                               |                          |              |
|--------------------------------|-------------------------------|--------------------------|--------------|
| Signature Dealer/Agent:<br>(X) | Printed Name of Dealer/Agent: | Dealer's Certificate No. | Date of Sale |
|--------------------------------|-------------------------------|--------------------------|--------------|

"I am aware of the above odometer certification made by the seller."

|                                  |                              |
|----------------------------------|------------------------------|
| Signature(s) of Buyer(s):<br>(X) | Printed Name(s) of Buyer(s): |
|----------------------------------|------------------------------|

|  |             |             |           |
|--|-------------|-------------|-----------|
| <b>TRANSFER AND TRADE-IN INFORMATION</b> |             |             |           |
| Sale Price \$                            | Trade In \$ | Net Cost \$ | 5% Tax \$ |

(Credit allowed only on vehicles/boats registered in WV and tax has been paid by applicant)

|  |  |      |         |           |
|--|--|------|---------|-----------|
| Description of vehicle/boat traded in: | 1. Make  | Year | VIN No. | Title No. |
|  | 2. Make  | Year | VIN No. | Title No. |
|  | Registration plates exchanged or transferred from: | Make | Year    | VIN No.   |

|   |      |            |
|---|------|------------|
| <b>LIENHOLDER INFORMATION (FEE: \$5.00)</b> |      |            |
| Amount \$                                   | Kind | Lienholder |

|              |                       |
|--------------|-----------------------|
| Date of Lien | Address of Lienholder |
|--------------|-----------------------|

|  |                           |  |                |
|--|---------------------------|--|----------------|
| <b>INSURANCE STATEMENT</b>   |                           | <b>BUYER'S CERTIFICATE OF TITLE</b>  |                |
| INSURANCE MUST BE IN EFFECT WHEN APPLICATION IS RECEIVED.<br>Effective Date of Insurance Policy: |                           | (Name of Buyer(s) to be entered legibly and exactly as it is to appear on new Certificate of Title)  |                |
| From _____ To _____  | Name of Insurance Company | Buyer(s) Name  | Address        |
| Name of Agent  | Insurance Policy Number   | IF THE TITLE READS "AND," SIGNATURES OF BOTH OWNERS MUST APPEAR  |                |
|  |                           | "I hereby certify under penalty of perjury, a false swearing that the statements made herein are true and correct to the best of my knowledge and belief." |                |
|  |                           | Signature(s) of Buyer(s)   | (X) _____ Date |

NO ADDITIONAL RE-ASSIGNMENTS PERMITTED

Any change, alteration or erasure on assignment form will void this title.





**NON-REPAIRABLE MOTOR VEHICLE / BOAT CERTIFICATE**

The Division of Motor Vehicles of West Virginia certifies that pursuant to an application under oath and in substance prescribed by the laws of West Virginia and filed with said Division, the applicant, whose name and address first hereinbelow appear, has been registered in the office of said Division as the lawful owner of the vehicle/boat hereinafter described. The vehicle described below has been declared a total loss - not to be retitled - parts only.

| MAKE/BODY | YEAR MODEL | VEHICLE/BOAT IDENTIFICATION NO. | WEIGHT/LENGTH | TITLE NUMBER | PREVIOUS TITLE NUMBER |
|-----------|------------|---------------------------------|---------------|--------------|-----------------------|
|-----------|------------|---------------------------------|---------------|--------------|-----------------------|

**FIRST ASSIGNMENT OF CERTIFICATE (PARTS ONLY)**

The undersigned hereby certifies that the vehicle/boat described in this certificate has been transferred to the following printed name and address:

|                   |         |
|-------------------|---------|
| Name of Purchaser | Address |
|-------------------|---------|

|                                |                               |    |              |
|--------------------------------|-------------------------------|----|--------------|
| Signature of Seller(s):<br>(x) | Printed Name(s) of Seller(s): | \$ | Date of Sale |
|--------------------------------|-------------------------------|----|--------------|

|                               |                              |  |  |
|-------------------------------|------------------------------|--|--|
| Signature of Buyer(s):<br>(x) | Printed Name(s) of Buyer(s): | Warning: This Application Must Not Be Signed Unless The Name And Address Of The Purchaser Appears Above. |  |
|-------------------------------|------------------------------|--|--|

**SECOND ASSIGNMENT OF CERTIFICATE (PARTS ONLY)**

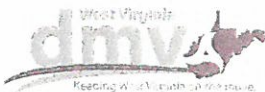
The undersigned dealer hereby certifies that the vehicle/boat described in this certificate has been transferred to the following printed name and address:

|                   |         |
|-------------------|---------|
| Name of Purchaser | Address |
|-------------------|---------|

|                                |                               |    |              |
|--------------------------------|-------------------------------|----|--------------|
| Signature of Seller(s):<br>(x) | Printed Name(s) of Seller(s): | \$ | Date of Sale |
|--------------------------------|-------------------------------|----|--------------|

|                               |                              |  |  |
|-------------------------------|------------------------------|--|--|
| Signature of Buyer(s):<br>(x) | Printed Name(s) of Buyer(s): | Warning: This Application Must Not Be Signed Unless The Name And Address Of The Purchaser Appears Above. |  |
|-------------------------------|------------------------------|--|--|

**NON-REPAIRABLE - PARTS ONLY**



Witness the corporate name of the Division of Motor Vehicles of West Virginia and the seal of said Division the day of year set beneath the name of the applicant in the Certificate.

DIVISION OF MOTOR VEHICLES

WV-0027223

DO NOT ACCEPT THIS CERTIFICATE UNLESS IT CONTAINS AN EAGLE WATERMARK. HOLD TO LIGHT TO VIEW.  
DO NOT ACCEPT CERTIFICATE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.



Sample



FOR DIVISION USE ONLY

DEPARTMENT OF TRANSPORTATION  
DIVISION OF MOTOR VEHICLES



|            |   |   |   |
|------------|---|---|---|
| R          | N | T | E |
| CLASS      |   |   |   |
| LICENSE #  |   |   |   |
| EXP. DATE  |   |   |   |
| DL OR ID # |   |   |   |

The Division of Motor Vehicles of West Virginia certifies that pursuant to an application under oath and in substance prescribed by the laws of West Virginia and filed with said Division, the applicant, whose name and address first herein below appear, has been registered in the office of said Division as the lawful owner of the vehicle/boat herein after described, or is otherwise entitled to have said vehicle/boat registered in the name of said applicant, that is to say:

| MAKE/BODY | YEAR MODEL | VEHICLE/BOAT IDENTIFICATION NO. | WEIGHT/LENGTH | TITLE NUMBER | PREVIOUS TITLE NUMBER |
|-----------|------------|---------------------------------|---------------|--------------|-----------------------|
|-----------|------------|---------------------------------|---------------|--------------|-----------------------|

Said Division further certifies that from said verified application it appears the above described vehicle/boat is subject to the lien and encumbrance described below, and none other, that is to say:

Sample

|  |  |
|--|--|
| <p><b>FIRST LIEN</b></p> <p>Name and mail address of lienholder</p>  | <p><b>RELEASE</b></p> <p>This lien fully paid, satisfied and released on this the _____ day of _____, 20____</p> <p>Name of Lienholder _____</p> <p>Signature of person or officer _____</p> <p>taken, subscribed and sworn to before me this the _____ day of _____, 20____</p> <p>Notary Public _____</p> <p>My commission expires on _____ day of _____, 20____</p> |
| <p><b>SECOND LIEN</b></p> <p>Name and mail address of lienholder</p> | <p><b>RELEASE</b></p> <p>This lien fully paid, satisfied and released on this the _____ day of _____, 20____</p> <p>Name of Lienholder _____</p> <p>Signature of person or officer _____</p> <p>taken, subscribed and sworn to before me this the _____ day of _____, 20____</p> <p>Notary Public _____</p> <p>My commission expires on _____ day of _____, 20____</p> |



Witness the corporate name of the Division of Motor Vehicles of West Virginia and the seal of said Division the day of the year set beneath the name of the applicant in the Certificate.

DIVISION OF MOTOR VEHICLES

WV D-1235474

DO NOT ACCEPT THIS TITLE UNLESS IT CONTAINS AN EAGLE WATERMARK. HOLD TO LIGHT TO VIEW.



Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF CERTIFICATE OF TITLE

The undersigned hereby certifies that for the sale price herein stated the vehicle/boat described in this title has been transferred to the following printed name and address:

Sale Price \$ Trade In \$ Net Cost \$ 5% Tax \$

Name of Purchaser Address

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

No Tenths CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Signature(s) of Seller(s) / Dealer: Printed Name(s) of Seller(s) / Dealer Dealer's Certificate No. Date of Sale

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s): Printed Name(s) of Buyer(s): Warning: This Application Must Not Be Signed Unless The Name And Address Of The Purchaser Appears Above

1st RE-ASSIGNMENT BY DEALER ONLY

Sale Price \$ Trade In \$ Net Cost \$ 5% Tax \$

The undersigned dealer hereby certifies that the vehicle/boat described in this title has been transferred to the following printed name and address:

Name of Purchaser Address

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

No Tenths CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Signature Dealer/Agent: Printed Name of Dealer/Agent: Dealer's Certificate No. Date of Sale

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s): Printed Name(s) of Buyer(s):

2nd RE-ASSIGNMENT BY DEALER ONLY

Sale Price \$ Trade In \$ Net Cost \$ 5% Tax \$

The undersigned dealer hereby certifies that the vehicle/boat described in this title has been transferred to the following printed name and address:

Name of Purchaser Address

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

No Tenths CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Signature Dealer/Agent: Printed Name of Dealer/Agent: Dealer's Certificate No. Date of Sale

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s): Printed Name(s) of Buyer(s):

3rd RE-ASSIGNMENT BY DEALER ONLY

Sale Price \$ Trade In \$ Net Cost \$ 5% Tax \$

The undersigned dealer hereby certifies that the vehicle/boat described in this title has been transferred to the following printed name and address:

Name of Purchaser Address

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

No Tenths CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Signature Dealer/Agent: Printed Name of Dealer/Agent: Dealer's Certificate No. Date of Sale

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s): Printed Name(s) of Buyer(s):

TRANSFER AND TRADE-IN INFORMATION

Sale Price \$ Trade In \$ Net Cost \$ 5% Tax \$ (Credit allowed only on vehicles/boats registered in WV and tax has been paid by applicant)

Table with 4 columns: Description of vehicle/boat traded in, Make, Year, VIN No., Title No. (Rows 1-3)

Registration plates exchanged or transferred from: Make Year VIN No. License No.

LIENHOLDER INFORMATION (FEE: \$5.00)

Amount \$ Kind Lienholder Date of Lien Address of Lienholder

INSURANCE STATEMENT: INSURANCE MUST BE IN EFFECT WHEN APPLICATION IS RECEIVED. Effective Date of Insurance Policy: From To Name of Insurance Company Name of Agent Insurance Policy Number

BUYER'S CERTIFICATE OF TITLE: (Name of Buyer(s) to be entered legibly and exactly as it is to appear on new Certificate of Title) Buyer(s) Name Address IF THE TITLE READS "AND," SIGNATURES OF BOTH OWNERS MUST APPEAR "I hereby certify under penalty of perjury, a false swearing that the statements made herein are true and correct to the best of my knowledge and belief." Signature(s) of Buyer(s) (X) Date



SECURE POWER OF ATTORNEY

WVPA 851752

WARNING! This Form May Be Used Only When Title Is Physically Held By Lienholder Or When Title Has Been Lost. This Form Must Be Submitted To The State By The Person Exercising Power(s) Of Attorney. Failure To Do So May Result In Fines And/Or Imprisonment.

VEHICLE DESCRIPTION

Year Make Model Body Type Vehicle Identification Number

PART A. Power of Attorney to Disclose Mileage

Federal and State law require that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, \_\_\_\_\_ (transferor's name, Print), appoint \_\_\_\_\_ (transferee's/ dealership name, Print) as my attorney-in-fact, to sign all papers and documents required to secure West Virginia Title and to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads \_\_\_\_\_ (no tenths) miles and, to the best of my knowledge, that it reflects the actual mileage unless one of the following statements is checked.

- (1) The mileage stated is in excess of its mechanical limits.
(2) The odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

Signatures and printed names for transferor and transferee, along with street addresses and zip codes.

PART B. Power of Attorney to Review Title Documents and Acknowledge Disclosure (Part B is invalid unless Part A has been completed)

I, \_\_\_\_\_ (transferee's name, Print), appoint \_\_\_\_\_ (transferor's name, Print) as my attorney-in-fact, to sign all papers and documents required to secure West Virginia Title and to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

Signatures and printed names for transferee and transferor, along with street address and zip code.

Federal and State law require that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, \_\_\_\_\_ transferor's/dealership name, Print), state that the odometer now reads \_\_\_\_\_ (no tenths) miles and, to the best of my knowledge, that it reflects the actual mileage unless one of the following statements is checked.

- (1) The mileage stated is in excess of its mechanical limits.
(2) The odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

Signatures and printed names for transferor and transferor, along with street address and zip code.

PART C. Certification (To Be Completed When Both Parts A and B Have Been Used)

I, \_\_\_\_\_ (person exercising above powers of attorney, Print), hereby certify that the mileage I have disclosed on the title document is consistent with that provided to me in the above power of attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the power of attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create, nor does it create any new or additional liability under Federal or State law.

Signatures and printed names for the certifier, along with street address and zip code.



FEDERAL AND STATE law requires you to state the mileage in connection with the transfer of ownership. Failure to complete the required information or providing false statements may result in fines and/or imprisonment.

- NOTICE** (A) This form is for use by licensed West Virginia motor vehicle dealers upon dealer's transfer where all assignments on the certificate of origin have been completed and also with non-conforming West Virginia and out-of-state titles.
- (B) Individuals or non-licensed dealers cannot use this form.
- (C) Each reassignment shall be in successive order and shall not be valid until completed in full.
- (D) Not to be used with the new West Virginia conforming title.
- (E) Only two (2) reassignments permitted. When the second reassignment is completed to dealer, a West Virginia dealer title must be obtained.
- (F) A copy of this reassignment must be kept by the dealer showing the odometer disclosure. (5 Years)

LEGAL NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT.

|      |       |      |      |                               |
|------|-------|------|------|-------------------------------|
| MAKE | MODEL | YEAR | BODY | VEHICLE IDENTIFICATION NUMBER |
|------|-------|------|------|-------------------------------|

**(1) REASSIGNMENT BY LICENSED WEST VIRGINIA DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following PRINTED name and address:

NAME OF PURCHASER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WITH WARRANTY TO BE FREE OF ALL ENCUMBRANCES EXCEPT AS FOLLOWS:

LIEN IN FAVOR OF: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

LIENHOLDER'S ADDRESS: \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

NO TENTHS

\_\_\_\_\_ 1. THE MILEAGE STATED IS IN EXCESS OF ITS MECHANICAL LIMITS.

\_\_\_\_\_ 2. THE ODOMETER READING IS NOT THE ACTUAL MILEAGE.

WARNING: ODOMETER DISCREPANCY

SIGNATURE OF DEALER: (X) \_\_\_\_\_ DEALER NUMBER: \_\_\_\_\_

PRINTED NAME OF DEALER: \_\_\_\_\_ DATE OF SALE: \_\_\_\_\_

DEALER'S ADDRESS: \_\_\_\_\_

BUYER'S SIGNATURE(S): (X) \_\_\_\_\_

BUYER'S PRINTED NAME(S): \_\_\_\_\_

**(2) REASSIGNMENT BY LICENSED WEST VIRGINIA DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following PRINTED name and address:

NAME OF PURCHASER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WITH WARRANTY TO BE FREE OF ALL ENCUMBRANCES EXCEPT AS FOLLOWS:

LIEN IN FAVOR OF: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

LIENHOLDER'S ADDRESS: \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

NO TENTHS

\_\_\_\_\_ 1. THE MILEAGE STATED IS IN EXCESS OF ITS MECHANICAL LIMITS.

\_\_\_\_\_ 2. THE ODOMETER READING IS NOT THE ACTUAL MILEAGE.

WARNING: ODOMETER DISCREPANCY

SIGNATURE OF DEALER: (X) \_\_\_\_\_ DEALER NUMBER: \_\_\_\_\_

PRINTED NAME OF DEALER: \_\_\_\_\_ DATE OF SALE: \_\_\_\_\_

DEALER'S ADDRESS: \_\_\_\_\_

BUYER'S SIGNATURE(S): (X) \_\_\_\_\_

BUYER'S PRINTED NAME(S): \_\_\_\_\_



**Exhibit A Pricing Page**  
**RFQ: DMV140141A**

| Option | Item Description   | Unit Price   | Estimated | Extended Price |
|--------|--|--------------|-----------|----------------|
|        |  | per thousand | Quantity  |                |
| A      | 8 1/2 x 11, 1 Part Cut-Sheet Title                             |              | 200,000   |                |
| B      | 9 1/2 x 11, 1 Part Continuous Non-<br>Repairable Title         |              | 5,000     |                |
| C      | 9 1/2 x 11, 1 Part Continuous Title                            |              | 800,000   |                |
| D      | 8 1/2 x 11 5/8, 5 Part Interleaved<br>Secure Power of Attorney |              | 75,000    |                |
| E      | 8 1/2 x 11, 1 part cut-sheet TM-5<br>Reassignment Supplements  |              | 100,000   |                |

|                     |  |
|---------------------|--|
| <b>Grand Total:</b> |  |
|---------------------|--|

The quantities listed above are for evaluation purposes only of the solicitation, and shall not imply a guarantee of the amount purchased.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Fax

\_\_\_\_\_  
 Email

EXHIBIT B

The Vendor understands that this Agreement requires access to Personally Identifiable Information or PII found within the WVDMV's records. Personally Identifiable Information includes any information that can identify a person including, but not limited to the name, address, social security number, driver's license number, date of birth, photograph, computerized image, telephone number, medical information or disability information of any person or organization found in DMV records.

The Vendor understands that any PII obtained from the WVDMV's records are subject to the federal Driver Privacy Protection Act and the West Virginia Uniform Records Disclosure Act, hereinafter WVURDA found at West Virginia Code §17A-2A-1 et seq. A copy of the WVURDA is attached and made a part of this Agreement.

The Vendor and its employees, agents, contractors, subcontractors, assigns and heirs agree to read the WVURDA and all personnel who will have access to the WVDMV's records must sign a Confidentiality Agreement prior to access to PII found within the WVDMV's records. Failure to comply with this provision may affect deadlines required by the Vendor. The Vendor agrees that failure to submit Confidentiality Agreements from all Vendor users of the WVDMV's records constitutes a breach of the Agreement and the WVDMV may terminate the Agreement without consequence to WVDMV on that basis. To complete the Confidentiality Agreement, the Division's Privacy Program must be reviewed by each user. Copies of the Division's Privacy Policy and the Confidentiality Agreement are attached and are made part of this Agreement.

The Vendor hereby agrees that it will only access PII as required to perform its duties under the Agreement. The Vendor understands that it is required to secure the PII that it accesses as part of this Agreement and to ensure that it is not accessed by unauthorized individuals, released to any other persons, companies or entities.

The Vendor agrees to keep all personal and non personal information accessed from testing applicants and WVDMV confidential and protected from intentional and unintentional disclosure;

The Vendor acknowledges that authorized access or transactions provide no right to possession or ownership by the Vendor to the WVDMV's data records or to the records of the testing applicants at any time;

The Vendor shall not access or retain any data submitted by testing applicants or by the WVDMV for any reason other than the information that it is required to retain under this Agreement in its transaction logs;

The Vendor will ensure that it does not aggregate information or create any databases to information which it has access, including WVDMV's data and data submitted by testing applicants for the purposes of building comprehensive data records or for any other purpose;



The Vendor will take all reasonable precautions to protect against unauthorized access or release of WVDMV data records, confidential records or confidential information in its custody;

The Vendor will follow the notification requirement if it discovers that information or services provided under this Agreement have been disclosed or are being used in violation of the federal Driver Privacy Protection Act, the West Virginia Records Disclosure Act, the federal Privacy Act of 1974 or any other state or federal laws. **The Vendor shall also immediately notify the WVDMV within 24 hours by telephone at 304.558.2723 and by facsimile machine at 304.558.1987 as well as the West Virginia Office of Technology at 304.558.9966 or 877.558.9966 if it discovers that personal information provided under this Agreement have been disclosed or are being used in violation of the Agreement, or state or federal laws;**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) \_\_\_\_\_
RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency (Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) of (D) (E)
as Principal, and (F) of (G) (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O), 20 (P).

Principal Seal (Q)
(Name of Principal)

(R)

By (S)
(Must be President, Vice President, or Duly Authorized Agent)

(T)
Title

Surety Seal (U)
(Name of Surety)

(V)

(W)
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.



Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Seal

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_  
(Must be President, Vice President, or  
Duly Authorized Agent)  
\_\_\_\_\_  
(Title)

Surety Seal

\_\_\_\_\_  
(Name of Surety)  
\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**

# State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
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: \_\_\_\_\_



RFQ No. DMV140141A

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 exceeds 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** \_\_\_\_\_

**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)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DMV140141A**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.