



State of West Virginia
Request For Quotation
Printing

Procurement Folder : 552650

Document Description : PRINTING, BINDING AND MAILING OF WONDERFUL WV MAGAZINE

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-02-22	2019-03-07 13:30:00	ARFQ 0310 DNR1900000093	1	Draft

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone  915 Greenbag Rd Morgantown, WV 26508 (304) 292-3368 (888) 292-0001

FOR INFORMATION CONTACT THE

James H Adkins
(304) 558-3397
jamie.h.adkins@wv.gov

Signature X  FEIN # 55-0743009 DATE 3-5-19

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WONDERFUL WEST VIRGINIA MAGAZINE 324 4TH AVE CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES WONDERFUL WEST VIRGINIA MAGAZINE 324 4TH AVE SOUTH CHARLESTON WV 25305 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Publication printing				

Commodity Code	Manufacturer	Model #	Specification
82121506			

Extended Description

Printing, binding and mailing of Wonderful West Virginia magazine, per the attached specifications and the attached pricing pages.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Deadline at 9:00am	2019-03-01

DNR1900000093	Document Phase Draft	Document Description PRINTING, BINDING AND MAILING OF WONDERFUL WV MAGAZINE	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ARFQ DNR19*93
Printing, Binding and Mailing of Wonderful WV Magazine
Addendum Number: No. 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish vendor questions and agency responses.
2. To clarify specifications.
3. To issue revised Exhibit A Pricing Pages.

NO OTHER CHANGES.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

Addendum No. 01

ARFQ DNR19*93

Printing, Binding and Mailing of "Wonderful West Virginia" Magazine

Specification Clarifications/Changes:

1. To amend 3.1.4.1 to read as follows:

3.1.4.1 Inside pages are to be 70 lb. grade 2 stock gloss, or equal, 8.5" x 11" full. Cover must be 80 lb. grade 2 cover gloss stock, or equal, 8.5" x 11" full.

2. To amend 3.1.9.1 to read as follows:

3.1.9.1 Must be saddle stitched, 11" way with two or three long crown 5/8" stitches.

3. To amend 3.1.12.1 to read as follows:

3.1.12.1 Subscription order form postcard inserts are to be supplied by the vendor. The vendor will print and bind one form, consisting of two (2) postcards and additional flap, into all copies of all issues of the magazine. A three-month supply of forms can be printed at a time, and test and design will be changed periodically. Overall size: 12" x 10" printed two sides, one color process. Paper to be 110 lb. White index; two perforations.

4. To replace section 3.1.14 Gift Cards with the following:

3.1.14 Gift Cards

3.1.14.1 Subscription gift cards are to be printed on 110 lb. white index with 4-color on front. Once process color on back. Bleeds, none. Varnish, none. Form size to be 4" x 6".

3.1.14.2 The vendor shall mail gift notices on postcards to new subscribers of the magazine indicating they were given a gift subscription to Wonderful West Virginia magazine. The gift card notice shall also provide the name of the person providing them with the gift.

3.1.14.3 The vendor shall label and mail the gift notice postcards within 4 business days of receiving the gift card label file.

3.1.14.4 Monthly mailings can range from 200 to 1000 depending on the season.
Vendor may print quarterly in quantities as needed.

5. To include revised Exhibit A Pricing Pages.

Q&A:

Q1: The press equipment we are using is new and uses a 10.75" cutoff that is beneficial from both a paper and postage standpoint. I would like to confirm that an 8.375 x 10.75 trim size is acceptable?

A1: No. The trim size requirement is 8.5" x 11" full.

Q2: Do the gift cards have to mail from the WV sectional facility, it is not specified?

A2: Yes. The gift cards must mail from the Charleston WV sectional center facility post office.

Q3: In 3.1.6.1, the request has to do with the design end of the bid (photographic studio work). We do have design capabilities in-house, but I wanted to confirm that is paragraph is applicable to the print vendor since the RFQ indicates that the files will be supplied to the printer ready to plate for printing. I may be misinterpreting what is meant by photographic studio work so a clarification would be appreciated.

A3: Yes, it is applicable to the print vendor. While, in most instances, the editorial company will supply files ready to plate for printing, the possibility exists of photographic studio work being requested of the print vendor. On pricing page PP5, is a request for the hourly rate charged for this type of work.

Q4: On PP9 of the pricing pages under drop shipments, in order to provide an accurate cost, please provide shipping addresses for the 2,000 magazines (100 per carton, 20 cartons).

A4: Addresses are not required to supply this cost on the hypothetical scenario used for bidding purposes. The cost requested here is not the shipping cost, but the additional service charge you will add per box as specified on pricing page, PP6 (Additional charges for drop shipments).

Q5: Also, there is contradictory shipping information in section 6.3.4 versus PP9 of the pricing pages. I don't see the 1400 copies and 25 copies to the editor as mentioned in 6.3.4. Is this the 2200 surplus copies and 100 editor copies mentioned on PP9?

A5: The information in section 6.3.4 is the requirement. The reference on PP9 is part of the hypothetical scenario used for bidding purposes. Again, the cost requested here is not the shipping cost, but the additional service charge you will add per box as specified on pricing page, PP6 (Additional charges for drop shipments).

Q6: May we have a copy of the mail list and would you please provide a copy of the most recent postal statement so we can use this to get the most accurate shipping information. We would like to compare the costs of shipping the copies to the WV facility versus mailing them from our on-site postal facility.

A6: The mail list and postal statement is not required to provide this cost. Since postage is reimbursed and mailing from the Charleston WV sectional center facility post office is a requirement, a comparison of the differences in cost for using alternate mailing facilities would have no bearing on the bid.

Q7: Exhibit A – Base bid – Indicates on PP1 that the “printing subscription gift post cards” should be included in the pricing on this page, but the pricing for these cards also seems to be broken out on PP7 – can you please clarify this?

A7: Pricing is to be included in the Base Bid. See revised Exhibit A Pricing Pages as included in this addendum.

Q8: Section 6.3.1 Out of country subscribers - Could we mail foreign subscribers (if they occur in the future) via our current Foreign Mail Service Provider?

A8: No. If a decision is made to distribute to out of country locations, the existing process should be followed.

-----END-----

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ DNR19*93

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 checked="" 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.

MPB print + Sign
Company

H. A. Walker
Authorized Signature

3-5-19
Date

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

H. Andrew Walls III president

(Name, Title)

H. ANDREW WALLS III president

(Printed Name and Title)

915 Greenbag ROAD Morgantown WV 26508

(Address)

304-292-3368 cell 304-288-3326

(Phone Number) / (Fax Number)

awalls@mp-b.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

MPB Print & Sign

(Company)

H. A. Walls III president

(Authorized Signature) (Representative Name, Title)

H. Andrew Walls III president

(Printed Name and Title of Authorized Representative)

3-5-19

(Date)

304-292-3368

cell 304-288-3326

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
ARFQ DNR19*93
Printing, Binding and Mailing of "Wonderful West Virginia" Magazine

8 MISCELLANEOUS:

- 8.1 **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.
- 8.2 **Vendor Supply:** To ensure the timely delivery of magazines to subscribers, the vendor or vendor's subcontractor must demonstrate adequate backup machinery for ink jetting the addresses on the magazines. It is hereby understood and agreed by the vendor that time is of the essence in the delivery of supplies, services, materials or equipment of the character and quality specified in the bid document.
- 8.3 **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.
- 8.4 **Contract Manager:** During its performance of this contract, Vendor must designate and maintain a primary contract manager responsible for overseeing the 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.

Contract Manager: H. Andrew Walls III
Telephone Number: 304-292-3368
Fax Number: 304-292-0283
Email Address: awalls@mp-b.com

Exhibit A
Pricing Pages - Revised
ARFQ DNR19*93
Printing, Binding and Mailing of "Wonderful West Virginia" Magazine

Base bid

Base bid includes printing magazine, printing subscription gift post cards, printing subscription order form post card inserts, printing final subscription notices, binding, mailing, and everything else except the following additional charges:

Lump Sum: price of 23,000 copies of one issue. For purposes of base bid submission, each copy consists of thirty-two (32) pages plus cover with subscription order form post card inserts and 1,000 final subscription notices.

\$ 14,792

Additional copies, per 1,000:	+\$ 536
Additional copies per 5,000:	+\$ 2663
Additional copies per 10,000:	+\$ 5326
Additional copies per 20,000:	+\$ 10,654
Decrease copies per 1,000:	-\$ 482
Decrease copies per 5,000:	-\$ 2396
Decrease copies per 10,000:	-\$ 4793
Decrease copies per 20,000:	-\$ 9588

Note: Increase and decrease cost quoted is for additional/decrease copies is for copies ordered in advance and run at the same time as original order.

Exhibit A
Pricing Pages - Revised
ARFQ DNR19*93
Printing, Binding and Mailing of "Wonderful West Virginia" Magazine

Option for reprint of past issues:

Occasionally there may be a need to reprint past issues of the magazine. Vendor is to quote cost of reprinting from materials already in their possession during the life of this contract.

Per Issue

Reprint 1,000 copies	+\$ 1845
Reprint 5,000 copies	+\$ 3543
Reprint 10,000 copies	+\$ 5766
Reprint 20,000 copies	+\$ 10,306
Reprint 30,000 copies	+\$ 14,450
Reprint 40,000 copies	+\$ 18,809
Reprint 50,000 copies	+\$ 23,168

Cost defined as follows:

Number of Copies x per Issue Price (from above) = Price Paid

Exhibit A
Pricing Pages - Revised
ARFQ DNR19*93
Printing, Binding and Mailing of "Wonderful West Virginia" Magazine

Option for reprint of an article:

Occasionally there may be a need to reprint an article, of a few pages, from the magazine. Vendor is to quote cost for reprinting from materials already in their possession during the life of this contract:

	Per Page
Reprint 1,000 copies	+\$ 153.25 COST per PAGE
Reprint 5,000 copies	+\$ 246.25 " " "
Reprint 10,000 copies	+\$ 338.25 " " "
Reprint 20,000 copies	+\$ 546.50 " " "
Reprint 30,000 copies	+\$ 706.25 " " "
Reprint 40,000 copies	+\$ 874.25 " " "
Reprint 50,000 copies	+\$ 1041.00 " " "

Cost Defined for reprinting is calculated as follows:

Number of copies x 4 pages x \$ per Page (from above) = Price Paid

Example:

$$Qty\ 1000 \times 4\ pages \times \$153.25 = \$613$$

**Exhibit A
Pricing Pages - Revised
ARFQ DNR19*93
Printing, Binding and Mailing of "Wonderful West Virginia" Magazine**

Additional 8-page signatures

The editor may request additional eight-page signatures for special issues.

23,000 copies of one (1) additional eight-page signatures:

\$ 3086

Additional copies, per 1,000 signatures:	+\$ 725
Additional copies, per 5,000 signatures:	+\$ 1085
Additional copies, per 10,000 signatures:	+\$ 1642
Additional copies, per 20,000 signatures:	+\$ 2684
Decrease copies, per 1,000 signatures:	-\$ 642
Decrease copies, per 5,000 signatures:	-\$ 976
Decrease copies, per 10,000 signatures:	-\$ 1477
Decrease copies, per 20,000 signatures:	-\$ 2415

Note: Increase and decrease cost quoted is for additional/decreased copies ordered in advance and run at the same time as original order.

**Exhibit A
Pricing Pages - Revised
ARFQ DNR19*93
Printing, Binding and Mailing of "Wonderful West Virginia" Magazine**

Additional charge for preliminary color corrections or artwork

Photo retouching and color corrections to be quoted separately:

\$ 60.00 per hour.

Additional charge for fifth and sixth color

Vendor must provide a fifth color and sixth color on the cover and/or inside pages whenever specified by the editor. Quote price unit (such as hourly rate, number of magazines, or by whatever unit the charge would be determined). Quotation must name the unit to be used in figuring the charge for the use of a fifth and sixth color:

Fifth color cover:	\$ 392 on Qty 23,000
Fifth color inside page:	\$ 1932 on Qty 23,000
Fifth color 8-page signature:	\$ 824 on Qty 23,000 1 Side 8 PAGE
Sixth color cover:	\$ 529 on Qty 23,000
Sixth color inside page:	\$ 2496 on Qty 23,000 32 PAGES
Sixth color 8-page signature:	\$ 1098 on Qty 23,000 1 side 8 PAGE

**Exhibit A
Pricing Pages - Revised
ARFQ DNR19*93
Printing, Binding and Mailing of "Wonderful West Virginia" Magazine**

Additional charges for mailing

The following additional mailing charges are to be quoted per thousand copies of magazine, excluding postage and material. Note: vendors whose binding operations are outside the Charleston, WV, area must include the transportation costs to the Charleston, WV sectional center facility post office in their base bid.

<p>Domestic (United States) Addresses- magazines destined for domestic subscribers not receiving their final issue will have the full delivery address printed directly onto the back cover using an inkjet or similar system. The printer or printer's subcontractors will CASS (Coding Accurate Support System) certify and computer presort the mailing list file to postal regulations governing the preparation of periodicals mailings. Sorting is to include carrier route and automation schemes to provide maximum postage discounts to the publisher. Magazines are to be bundled, sacked, and delivered to the Charleston, WV sectional center facility post office.</p>	<p>+\$ 28 per M This cost is included in Base Bid As Requested</p>
<p>Additional charges for drop shipments</p>	<p style="background-color: gray; color: gray;">[REDACTED]</p>
<p>Vendor will supply cartons, affix labels, and drop ship all bulk shipment from list furnished by magazine office. Quote price per carton, excluding freight charges:</p>	<p>+\$ 100 TOTAL ON 20 cartons</p>

or \$5.00 EA carton

Exhibit A
Pricing Pages - Revised
ARFQ DNR19*93
Printing, Binding and Mailing of "Wonderful West Virginia" Magazine

Award Procedure

"Wonderful West Virginia" magazine Division of Natural Resources

The award of the printing and mailing contract for "Wonderful West Virginia" magazine will be based on adherence to specifications and ability to deliver a high-quality product. The lowest overall bid will be determined by calculating the base bid plus or minus the unit prices bid for each item based on the following hypothetical issue which is typical of orders placed under the current contract.

Evaluation of bid prices

When evaluating bid prices, all the charges itemized in the hypothetical issue which follows will be considered plus the base bid for gift cards.

Calculation of total bid price

One total bid figure will be calculated for each vendor based upon the sum of the breakdown of charges for printing the hypothetical of the magazine plus the base bids for gift cards.

HYPOTHETICAL ISSUE UPON WHICH TOTAL BID WILL BE CALCULATED AND AWARDED:

Printing and binding:

Number of copies ordered: 23,000

Charge for 23,000 copies (base bid)	\$ 14,792
Less 1,000 copies	-\$ 482
<u>Charge for fifth color:</u> on masthead on front cover on 2 inside pages:	\$ +392 cover +842 Inside Pages
<u>Mailing charges:</u> (Do not include postage and freight charges)	

Exhibit A
Pricing Pages - Revised
ARFQ DNR19*93
Printing, Binding and Mailing of "Wonderful West Virginia" Magazine

22,000 copies, domestic addresses – full delivery Addresses printed directly on the back cover of Magazine using an inkjet or similar system:	\$ <i>Included in Base Bid As Requested</i>
1,000 copies, (final) subscription expiration notices – Those to be bound with an 11" x 17" 90lb. white index sheet of paper printed two sides, two color, advising them of their final issue. Post card perforation 3 5/8" x 6" lower right-hand corner back fold. Addresses are to be printed directly on the sheet using an inkjet or similar system.	\$ <i>312</i>
<u>Drop Shipments:</u>	
Pack 2,000 magazines into twenty (20) cartons (100 magazine per carton) and address with labels & ship:	\$ <i>100</i>
100 copies shipped to editor immediately upon completion of the binding of the magazine and 100 copies to the DNR office:	\$ <i>0</i>
2,200 surplus copies to be shipped to the DNR office, 324 4 th Avenue, South Charleston WV 25303 (cartons to be supplied by printer, labeled with the month of issue and numbered in each carton):	\$ <i>0</i>
Total bid:	\$ <i>15,956</i>

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

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

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 6% 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: MPB Signed: [Signature]
 Date: 3-5-19 Title: President

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: MPB

Authorized Signature: [Signature] Date: 3-5-19

State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 5th day of March, 2019.

My Commission expires August 5, 2021.

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)

