

Purchase Order



Marshall University
Office of Purchasing
One John Marshall Drive
Huntington WV, 25755-4100
Direct all inquires regarding this order to: (304) 696-2918

Purchase Order #
MU24MAGAZINE

TO:

HQ Industries, Inc.
DBA HQ Publishing Co
5187 US Route 60E, Suite 12A
Huntington, WV 25705

Vendor Code:
550693031

Ship to:

Marshall University
One John Marshall Drive
Huntington, WV 25755

Room #

THIS ORDER IS SUBJECT TO
THE GENERAL TERMS AND
CONDITIONS AS SET FORTH
HEREIN

WVFIMS Account #:

FEIN: 550693031 PH: 304-529-6157

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
02/27/24	24	MD		Destination	Net 30	MU24MAGAZINE

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY
hereby accepts the quotation of HQ Industries Inc

for Magazine production and printing services

signed by John H Houvouras

Title President

on 01/22/2024

Approved as to form this 1st day of March, 2024
West Virginia Attorney General

By: [Signature]
Chief Counsel

Open-end Magazine Production and Printing Services
Contract
Effective: 03/01/2024 - 02/28/2025
Renewals: five (5) optional one-year renewals

THIS ORDER IS EXEMPT FROM ALL SALES TAX
LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER

Line No.	Fund	Org.	Account	Encumber Amount	Total:	Open End
1.	Varies	Varies	Varies	Varies		
2.						
3.						
4.						

Mail Original Invoice and 1 Copy to:
Marshall University Accounts Payable
One John Marshall Drive Huntington,
WV 25755-4500

[Signature] 3/1/2024
Authorized Signature Date

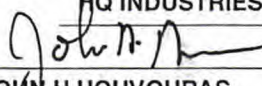
Request for Proposal	 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p>	Bid# MU24MAGAZINE
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Vendor: HQ INDUSTRIES, INC. DBA HQ PUBLISHING CO.	For information call: Purchasing Contact: Misty DiSilvio Email: delong16@marshall.edu and Purchasing@marshall.edu
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Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE		DEPARTMENT REQUISITION NO. MU24MAGAZINE	BIDS OPEN: January 30, 2024 at 3:30PM. EST	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
Item #	Quantity	Description	Unit Price	Extended Price
		<p>Marshall University, on behalf of the Board of Governors, invites sealed Bids to provide all Work, including but not limited to labor, material, equipment, supplies, and transportation for:</p> <p style="text-align: center;">Project Name: MU24MAGAZINE</p> <p>All bids must be submitted in accordance with the Bidding Documents issued by the Architect and the Request for Bids issued by Marshall University's Office of Purchasing.</p> <p>Bidding Documents may be obtained from: Marshall University Office of Purchasing Old Main 125 Huntington, WV 25755 Delong16@marshall.edu</p> <p>Join the Bid Opening on Teams via the following links: http://tinyurl.com/MU24MAGAZINE</p>		
Total				

To the Office of Purchasing,
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from <u>FULTON, MO</u> within <u>21</u> days	Bidder's Name <u>HQ INDUSTRIES INC</u> Signed By 
FOB <u>After receipt of order at address shown</u> Terms <u>30 DAYS/PER CONTRACT</u>	Typed Name <u>JOHN H HOUVOURAS</u> Title <u>PRESIDENT</u>
	Email <u>JACK@HUNTINGTONQUARTERLY.COM</u> Street Address <u>5187 US ROUTE 60 E, STE 12A</u> City/State/Zip <u>25705</u> Date <u>01/22/24</u> Phone <u>304-529-6158</u> Fein <u>550693031</u>

MU24MAGAZINE Exhibit A Pricing Pages

Bidder Information:

Company Name: HQ INDUSTRIES INC DBA HQ PUBLISHING CO
 Company Rep: JACK HOUVOURAS

Pricing Page Instructions: Vendors shall list the unit price for each requested item. Then provide the total item cost of each item by multiplying the item cost and the estimated usage for each item. The Bid total shall be calculated by adding the line item totals as listed in column F.

Bid award will be based on the bid total of Chart 1 - Non Recycled paper. Chart 2 pricing is optional and may be used during the life of the contract.

All pricing must include shipping

Chart 1 Non-Recycled				
Item #	Description	Unit Price	Estimated Qty.	Total Item Cost
1.1	Cost per Issue (52 pages + 4 cover) Non-Recycled up to 15,000	\$3.795	15000	\$56,925.00
1.2	Cost per issue for each additional thousand (1,000) copies, as needed - Non-Recycled	\$439.67	5000	\$2,198.35
1.3	Cost of Extra 4-page Signature - Non-Recycled	\$600.75	100	\$600.75*
			Bid Total	\$59,724.10

Chart 2 Recycled - Optional				
Item #	Description	Unit Price	Estimated Qty.	Total Item Cost
2.1	Cost per Issue (52 pages + 4 cover) Recycled up to 15,000	\$3.94	15000	\$59,100.00
2.2	Cost per issue for each additional thousand (1,000) copies, as needed - Recycled	\$659.72	5000	\$3,298.60
2.3	Cost of Extra 4-page Signature - Recycled	\$699.95	100	\$699.95*

* Note: We assume you do not need a cost for 400 pages.

HQ PUBLISHING CO.
Jack Houvouras
jack@huntingtonquarterlv.com
Office: 304-529-6158
Mobile: 304-633-6158

MU24MAGAZINE
Exhibit A Pricing Page

Non-Recycled

Unit Price per issue for 15,000 copies: \$3.795
Bid Total per issue for 15,000 copies: \$56,925
Cost per additional 1,000 copies \$439.67
Cost to add 4 pages: \$600.75

*Note: The RFP lists an "Estimated Quantity" of 100.
We are assuming you do not want 400 additional pages.

Bid Total per issue for 15,000 copies: **\$56,925**
Bid Total per issue for 20,000 copies: **\$59,123.35**

Recycled

Unit Price per issue for 15,000 copies: \$3.94
Bid Total per issue for 15,000 copies: \$59,100
Cost per additional 1,000 copies \$659.72
*Cost to add 4 pages: \$699.96

*Note: The RFP lists an "Estimated Quantity" of 100.
We are assuming you do not want 400 additional pages.

Bid Total per issue for 15,000 copies: **\$59,100**
Bid Total per issue for 20,000 copies: **\$62,398.60**

Costs do not include postage fees.

MARSHALL UNIVERSITY
GENERAL TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document constitutes acceptance of this contract (the Contract) made by and between Marshall University (University or Marshall) and the Vendor. Vendor's signature to the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dominate over any competing terms made a part of the Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENERAL TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL**

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, if applicable, included with the Solicitation/Contract.

2.1 "Award Document" means the document that identifies the Vendor as the Contract holder when signed by the Vendor and Marshall University's Office of Purchasing and, when necessary, approved as to form by the Attorney General.

2.2 "Bid" or "Proposal" means the Vendor's verbal bid or written bid provided in response to a solicitation by the University.

2.3 "Board" means the Governing Board of Marshall University.

2.4 "Buyer" means an individual designated by a Chief Procurement Officer to perform designated purchasing and acquisition functions as authorized by the Chief Procurement Officer.

2.5 "Chief Procurement Officer" means the individual designated by the President of Marshall University to manage, oversee and direct the purchasing and acquisition of supplies, equipment, services, and printing for the University.

2.6 "Contract" means the binding agreement that is entered between the University and the Vendor to provide requested goods and/or services requested in the Solicitation.

2.7 "Governing Board" means the Marshall University Board of Governors as provided for in the West Virginia state code.

2.8 "Higher Education Institution" means an institution as defined by Sections 401(f), (g) and (h) of the federal Higher Education Facilities Act of 1963, as amended.

2.9 "Office of Purchasing" means the section within Marshall University headed by the Chief Procurement Officer and its personnel.

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2.10 "Purchasing Card" or "P-Card" means The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.

2.11 "Responsible Bidder" and "Responsible Vendor" mean a person and/or vendor who have the capability in all respects to perform contract requirements, and the integrity and reliability which will assure good faith performance.

2.12 "Responsive Bidder" and "Responsive Vendor" mean a person and/or a vendor who has submitted a bid which conforms in all material respects to the invitation to bid.

2.13 "Solicitation" means the notice of an opportunity to supply the University with goods and services.

2.14 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, departments or divisions as context requires.

2.15 "University" means Marshall University or Marshall.

2.16 "Vendor" or "Vendors" means any entity providing either a verbal or written 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.

2.17 "Will", "Shall" and "Must" identifies a mandatory item or requirement that concludes the duty, obligation or requirement imposed is mandatory, as opposed to being directory or permissive.

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

Term Contract

Initial Contract Term: The Contract becomes effective on Award
_____ and extends for a period of one (1) _____ year(s).

Renewal Term: The Contract may be renewed upon the mutual written consent of the University and the Vendor. Any request for renewal should be submitted to the University 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 the Contract is limited to five (5) _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Sixty (60) _____ months in total. Automatic renewal of the Contract is prohibited.

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Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

- Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.
- Fixed Period Contract:** The Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____.
- Fixed Period Contract with Renewals:** The Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract must be completed within _____ days. Upon completion, the Vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total.
- One-Time Purchase:** The term of the Contract shall run from the issuance of the Award Document until all the goods contracted for have been delivered, but in no event, will the Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of the Contract immediately upon receiving notice to proceed unless otherwise instructed by the University. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below.

- Open End Contract:** Quantities stated in the solicitation are approximations only, based on estimates supplied by the University. It is understood and agreed that the Contract shall cover the quantities 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.

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- 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:** The 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 the Contract without an appropriate change order approved by the Vendor, University, and/or when necessary, the Attorney General's office.

6. EMERGENCY PURCHASES: The Chief Procurement Officer may suspend the use of a university wide mandatory contract (the University's Office of Purchasing has created standard specifications that are establish University wide contracts for commonly used commodities and services that are needed on a repetitive basis), or the competitive bidding process to allow a Department to purchase goods or services in the open market if 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, provided that a required University emergency purchase with another vendor does not cause a breach of contract.

7. REQUIRED DOCUMENTS: All the items checked below must be provided to the University by the Vendor as specified below.

- BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 the contract. The performance bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.
- 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 received by the Marshall University Office of Purchasing Office prior to Contract award.
- MAINTENANCE BOND:** The successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and received by the Marshall University Office of Purchasing Office prior to Contract award.
- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the University.

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INSERT ADDITIONAL CONDITIONS BELOW:

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications prior to Contract award regardless whether that requirement is listed above.

8. INSURANCE: The Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the University with proof that the insurance mandated herein has been continued. Vendor must also provide with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of the contract. The Vendor shall also furnish proof of any additional insurance requirements prior to the Contract award regardless of whether that insurance requirement is listed in this section.

Any provisions requiring the University to maintain any type of insurance for either of its or the Vendors benefit is deleted.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence and an aggregate of \$1,000,000.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence and an aggregate of _____.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence and an aggregate of _____.
- Commercial Crime and Third-Party Fidelity Insurance** in an amount of: _____ per occurrence and an aggregate of _____.
- Cyber Liability Insurance** in an amount of: _____ per occurrence and an aggregate of _____. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in performance of the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
_____ per occurrence and an aggregate of _____.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the University's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

NA _____ for NA _____

Liquidated Damages Contained in the Specifications

11. ACCEPTANCE: Vendor's signature on the certification and signature page, constitutes an offer to the University that cannot be unilaterally withdrawn, signifies that the product or service proposed by Vendor meets the mandatory requirements for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions unless otherwise indicated.

12. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

13. PRICING/BEST PRICE GUARANTEE: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation by the University. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the University and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

15. PAYMENT METHODS: The Vendor must accept payment by electronic funds transfer or P-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 P-Card or by electronic funds transfer as payment for all goods and services for the reason(s) stated below:

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16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. Any references contained in the Contract, Vendor's bid, or in any American Institute of Architects documents obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a termination fee, pay liquidated damages if the Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or non-funding, costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language imposing and interest or charges due to late payment is deleted.

17. FEES OR COSTS: Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

18. RISK SHIFTING: Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

19. LIMITING LIABILITY: Any language limiting the Vendor's liability for direct damages is deleted.

20. TAXES: The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Contract and the transactions contemplated hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The University will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.

21. FISCAL YEAR FUNDING: The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the University may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

22. CANCELLATION/RIGHT TO TERMINATE: The University reserves the right to cancel/terminate the 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 University may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, the University agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are delete that seek to require the State to (1) compensate Vendor, in whole or in part, for loss profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

In the event that a vendor fails to honor any contractual term or condition, the Chief Procurement Officer may cancel the contract and re-award the contract to the next lowest responsible and responsive bidder in accordance with the Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, section 7.4.1

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Any language seeking to accelerate payments in the event of Contract termination, default or non-funding is hereby deleted.

23. RIGHT OF FIRST REFUSAL Any language seeking to give the Vendor a Right of First Refusal is hereby deleted.

24. DISPUTES – Any language binding the University to any arbitration or to the decision of any arbitration board, commission, panel, or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the University shall be brought in the West Virginia Legislative Claims Commission. Other causes of action must be brought in the West Virginia Court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

25. TIME: Time is of the essence with regard to all matters of time and performance in the Contract.

26. DELIVERY -All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

27. APPLICABLE LAW: The 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, W. Va. Code or Marshall University Board of Governors Policy No. FA-9 Purchasing Policy is void and of no effect. Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia

28. COMPLIANCE WITH GOVERNING LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

29. ARBITRATION: Any references made to arbitration contained in the Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.

30. MODIFICATIONS: Notwithstanding anything contained in the Contract to the contrary, no modification of the Contract shall be binding without mutual written consent of the University, and the Vendor.

31. AMENDMENTS - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

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32. NO WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of the 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.

Any provisions requiring the University to waive any rights, claims or defenses is hereby deleted.

33. SUBSEQUENT FORMS: The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University 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 the Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government or office that may be required to approve such assignments.

The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the University; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

36. UNIVERSITY EMPLOYEES: University employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

37. PRIVACY, SECURITY, AND 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 University, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the University's policies, procedures, and rules.

Proposals are NOT to be marked as confidential or proprietary Any Provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W.Va. Code §29B-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University's sole discretion. The University shall not be liable in any way for disclosure of any such records

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Any provisions regarding confidentiality of or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

38. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §18B-5-4 and the Freedom of Information Act in W.Va. Code Chapter 29B.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, CONTAINING A TRADE SECRET(S), OR IS OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document.

39. LICENSING: 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 University 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 University or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the University to verify that the Vendor is licensed and in good standing with the above entities.

40. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Marshall University, the Vendor agrees to convey, sell, assign, or transfer to the University 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 Marshall University. Such assignment shall be made and become effective at the time the University tenders the initial payment to Vendor.

41. THIRD-PARTY SOFTWARE: If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

42. RIGHT TO REPOSSESSION NOTICE: Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into the Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity

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that could be considered a violation of law; and (4) that it has reviewed the Contract in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 University. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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 the all State agencies as required.

44. VENDOR RELATIONSHIP: The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the 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 University 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 University 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.

45. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the University, 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.

46. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §18B-5-5 and §5A-3-18 the University is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

47. WEST VIRGINIA DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Alcohol and Drug-Free Workplace Act requires public improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing. This act is applicable to any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract for which the value of contract is over \$100,000. No public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the

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contractor and its subcontractors to implement and maintain a written drug-free workplace policy and the contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy.

48. DISCLOSURE OF INTERESTED PARTIES A state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1,000,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract.

49. CONFLICT OF INTEREST: Vendor, its officers, members, or employees shall not presently have or acquire an 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 University.

50. MARSHALL UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES AND SUPPORT DEPARTMENT (IT) FEES: If a vendor requires services through the Marshall University's IT Department, they must reimburse the University at the IT Rate Schedule which is located at: <https://www.marshall.edu/it/rates/>.

51. PUBLICITY: Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to the University without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

52. UNIVERSITY MARKS: Vendor shall not, in any way or in any form use the University's trademarks or other intellectual property without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

53. INTELLECTUAL PROPERTY: The University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such intellectual property terms to apply to subcontractors.

54. FERPA: Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

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55. REPORTS: Vendor shall provide the University with the following reports identified by a checked box below:

- Such reports as the University may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by University, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by University.

56. PREFERENCE FOR THE USE OF DOMESTIC STEEL PRODUCTS IN STATE CONTRACT PROJECTS: Pursuant to W.Va. Code §5A-3-56, (a)(1) Except when authorized pursuant to the provisions of subsection (b) of this section, 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 (2):

(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 any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after the effective date of this section 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 of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.

(b) Notwithstanding any provision of subsection (a) of this section to the contrary, the Director of the West Virginia Department of Administration, Purchasing Division ("Director of the Purchasing Division") may, in writing, authorize the use of foreign steel products if:

(1) The cost for each contract item used does not exceed one tenth of one percent of the total contract cost or \$2,500, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

(2) 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.

57. PREFERENCE FOR DOMESTIC ALUMINUM, GLASS AND STEEL PRODUCTS:

In Accordance with W. Va. Code § 5-19-1 et seq.,

(a) Every state spending unit, as defined in chapter five-a, shall require that every contract or subcontract 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 contain a provision that, if any aluminum, glass or steel products are to be supplied in the performance of the contract, or subcontract, only domestic aluminum, glass or steel products shall be supplied unless the spending officer, as defined in chapter five-a, determines, in writing, after the receipt of offers or bids, that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements: Provided,

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That this article applies to any public works contract awarded in an amount more than \$50,000, and with regard to steel only, this article applies to any public works contract awarded in an amount more than \$50,000 or requiring 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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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:
(If Applicable)

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 specifications, etc.

Addendum Numbers Received:

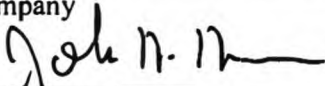
(Check the box next to each addendum received)

- | | |
|---|--|
| <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 University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

HQ INDUSTRIES INC DBA HQ PUBLISHING

Company



Authorized Signature

01/22/24

Date

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

Revised: 7/15/21



REQUEST FOR BIDS
Marshall University MU24MAGAZINE

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The Marshall University Office of Purchasing is soliciting bids on behalf of the Office of University Marketing & Communications to provide **magazine production and printing services**.
 - 1.1. **BACKGROUND:** The Office of University Marketing & Communications is responsible for advertising, publications, public relations, and other internal/external communications. The University does not currently have the staff time that is necessary for magazine production and printing. We currently print and publish the Marshall Magazine three (3) times per year.
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 Services”** means magazine production and printing services as more fully described in these specifications.
 - 2.2. **“Pricing Page”** means the pages, attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Office of Purchasing.
3. **Project Objectives and Requirements:** Bids submitted must meet the following Objectives and requirements.
 - 3.1. **Objectives:** Marshall University is looking for a vendor who can print/produce and provide support services for the Marshall Magazine. Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below.
 - 3.1.1. Must publish Magazine three (3) times per year
 - 3.1.2. Must print/produce and provide support services for the Marshall Magazine
 - 3.1.3. Must collaborate with the Marketing & Communications Department to create a visually appealing magazine that grabs community attention
 - 3.1.4. Must convert each print edition of Marshall Magazine to an online version



REQUEST FOR BIDS
Marshall University MU24MAGAZINE

3.2. Requirements:

- 3.2.1. Magazine production will be produced in accordance with the schedule as agreed to between the Marketing and Communications Department and awarded vendor. All changes to the schedule must be agreed to by the vendor and the Office of University Marketing & Communications.
- 3.2.2. **Article Production:** The bulk of the content will be written and produced by the Marketing & Communications Department. In the event an article comes from elsewhere:
- 3.2.2.1. Needed assignments will be made in writing by the University within 5 business days following the planning meetings. The story assignment will provide the specific angle or direction for each article, suggestion of person(s) to be interviewed (including contact information), and the length of the article.
 - 3.2.2.2. Writers have fifteen (15) business days to complete their articles.
 - 3.2.2.3. Vendor has five (5) business days to edit the completed articles and secure or produce photography and art to be used to illustrate the article.
 - 3.2.2.4. Page Proofs: Once edits are returned, Vendor will deliver the first set of color proofs to the University as a PDF file. The University will review proofs, obtain appropriate approvals, and return to vendor within six (6) business days.
 - 3.2.2.5. Revised Page Proofs: Vendor will make corrections as indicated and return revised PDF proofs for University review within three (3) business days. The University then has four (4) business days to make final corrections and return to vendor.
Note: Any substantial changes (defined as more than 5% of the entire document) in the editorial copy, artwork, or layout will delay the release date of the publication.
 - 3.2.2.6. Final Proof: Vendor will make final corrections and provide files to the printer in the format specified by the printer, taking no longer than two (2) working days.



REQUEST FOR BIDS
Marshall University MU24MAGAZINE

- 3.2.3. **Printing:** Vendor will print the magazine based on the following specifications. The Vendor may subcontract printing. All Subcontractors used must be listed in the Technical Proposal.
- 3.2.3.1. Page size: 8-1/2 x 11 upright
 - 3.2.3.2. Page count per issue: 56 (includes cover)
 - 3.2.3.3. Ink: 4-color process
 - 3.2.3.4. Stock: High quality publication grade as per sample. Please suggest, if possible, an alternative recycled stock in addition.
 - 3.2.3.5. Folding Binding: 2-wire saddle stitch
- 3.2.4. **Mailing:** Vendor must be able to meet the following requirements for mailing. All shipping costs must be included in the bid price.
- 3.2.4.1. Place address, postal indicia, and change request on poly bag using the list provided by Marshall University.
 - 3.2.4.2. All postmarked copiers will be delivered to the United State post office, no longer than twelve (12) working days after printing.
 - 3.2.4.3. The non-postmarked magazines will be delivered to the Marshall University Receiving Department the same day.
- 3.2.5. **Advertising:** At vendor's own expense. Vendor will sell advertising space in the magazine.
- 3.2.5.1. Advertising rates and ads are subject to review and approval by Marshall University.
 - 3.2.5.2. The Vendor will retain the first \$30,000 in gross advertising revenues.
 - 3.2.5.3. The Vendor and the University will split gross advertising revenues over that amount, with the Vendor receiving 50% and the University receiving 50%.



REQUEST FOR BIDS
Marshall University MU24MAGAZINE

4. **Contract Award:** The Contract is intended to provide Department with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
5. **Pricing Page:** Vendor should complete the Pricing Page by completing the requested unit price and extended price for each item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through Banner, if available, or as an electronic document.

6. **PERFORMANCE:** Vendor and Department shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Department. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Department shall pay for services as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Department's facilities. In the event that access cards and/or keys are required:
 - 8.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 8.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.



REQUEST FOR BIDS
Marshall University MU24MAGAZINE

- 8.3. Vendor shall notify Department immediately of any lost, stolen, or missing card or key.
- 8.4. Anyone performing under this Contract will be subject to Department's security protocol and procedures.
- 8.5. Vendor shall inform all staff of Department's security protocol and procedures.

9. VENDOR DEFAULT:

- 9.1. The following shall be considered a vendor default under this Contract.
 - 9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 9.1.2. Failure to comply with other specifications and requirements contained herein.
 - 9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 9.1.4. Failure to remedy deficient performance upon request.
- 9.2. The following remedies shall be available to Department upon default.
 - 9.2.1. Immediate cancellation of the Contract.
 - 9.2.1.1. Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.2. Any other remedies available in law or equity.



REQUEST FOR BIDS
Marshall University MU24MAGAZINE

10. MISCELLANEOUS:

10.1. **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.

Contract Manager: JOHN HOUVOURAS
Telephone Number: 304-529-6158
Email Address: JACK@HUNTINGTONQUARTERLY.COM

MU24MAGAZINE

Marshall Magazine Services

TECHNICAL PROPOSAL

H.Q. PUBLISHING CO.
5187 U.S. Route 60E • Suite 12A
Huntington, WV 25705
304.529.6158



John H. Houvouras, President
Phone: 304-633-6158
Email: jack@huntingtonquarterly.com

January 29, 2024



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MEETING MANDATORY REQUIREMENTS 4.3

Having published the *Marshall Magazine* for the past 24 years, H.Q. Publishing Co. is confident that we can meet or exceed all of the mandatory requirements set forth in this RFP. As you will see in the following pages, we will call upon the Publication Cycle we created in 1999 to ensure all deadlines are met. We will utilize our staff of full-time, part-time and freelance workers to fulfill the following requirements:

- Assign articles
- Write articles
- Editing
- Photography
- Layout and design
- Proofreading
- Produce color proofs
- Pre-press
- Printing
- Shipping
- Mail Prep

In addition to working with Marshall University on their magazine, we also have years of experience publishing magazines of similar size and scope for such clients as St. Mary's Medical Center, West Virginia State Bar, Marshall University School of Medicine, and West Virginia Chamber of Commerce.

We are fully committed to continuing our long-term relationship with Marshall University.

PRODUCTION SCHEDULE 4.3.1.1

H.Q. Publishing Co. plans to meet the needs of Marshall University by calling upon our 34 years of experience in the publishing business, including 24 years publishing the current *Marshall Magazine*. More specifically, we plan to utilize a “**Publication Cycle**” that we created in 1999 to serve as a timetable of all assignments and deadlines to meet the production schedule of the publication. Our publication cycle has been a proven and effective tool in ensuring the magazine stays on schedule. Any and all problems that may arise should be easily remedied under the guidelines of the Publication Cycle.

The Publication Cycle commences with a planning meeting with the Marshall University Editorial Advisory Board. We believe participation at this meeting is crucial. As part of our commitment to this creative process, we will compile an extensive list of story ideas for the university to review during these meetings.

As part of the Publication Cycle, we request that all story assignments be made in writing by the university no more than **five (5) working days** following the planning meeting. We have found in our experience that communication is imperative

at the time of story assignments. Therefore, we also request that the following information be provided by the university at the time of the story assignments: (1) the specific angle or direction for each article; (2) suggestion for person(s) to be interviewed for each article including contact names and phone numbers; (3) photography/artwork ideas for each article including contact names and phone numbers; (4) the length in words of each article. These requirements assure a clear understanding of what is expected from H.Q. Publishing Co., and prevents timely delays in the Publication Cycle.

Once the university assigns the articles, we in turn assign the work to either our staff or our freelance writers (4.3.2). With our lengthy tenure in the publishing business, we have developed a solid working relationship with some of the best freelance writers in the region. We plan to use these experienced writers to produce the best editorial work possible for the university.

We allow our writers **15 working days** to complete their articles including research, interviews, etc. When the articles have been submitted to us, our entire staff spends **five (5) working days** editing the articles including proofreading for errors, fact checking and re-writing if necessary.

At the time our freelance writers begin work on the articles for the magazine, our photographers begin work on the photography assignments needed to complete the layouts for each issue. Today, 98 percent of our photography is captured in digital format, while the other 2% includes prints/transparencies which are scanned in-house by our staff.

After our staff has completed the editing of all stories, we deliver the articles to the university in PDF format. The university then has **six (6) working days** to complete their own editing, proofreading, fact checking, etc. At that time, all articles are to be returned to our offices with corrections. Also at this time, all everGreen editorial material and artwork is due to be delivered to us.

PRODUCTION SCHEDULE 4.3.1.1

Once university returns the edited articles to us, we will have **21 working days** to deliver first set of color proofs in print or PDF format to university.

The university has **six (6) working days** to make initial corrections to the color proofs, upon which they are returned to H.Q. Publishing with corrections indicated. We then make the necessary corrections and our entire staff proofreads the document for typographical errors a second time.

HQ Publishing Co. then has **three (3) working days** to deliver a second set of corrected color proofs in PDF format to the university. Also included in this delivery is the first set of color proofs so university officials can see their noted corrections have been made.

The university then has **four (4) working days** to make the final corrections to the document. All corrections to the document at this point should be minimal. Any substantial changes (defined as more than 5% of the entire document) in editorial copy, artwork or layout will delay the release date of the publication.

Also at this time, the Marshall University mailing list is to be sent to us. Marshall will provide us with a distribution list in a digital format that is determined by our printer.

The final corrections to the document will be made by our staff and should take no longer than **two (2) working days**. The file will then be sent to the printer in PDF format. No more than **15 working days** should pass until the magazine is delivered to the post office for mailing. During this period, the publication is printed, bound and polybagged. Address label is attached to polybag.

As soon as our printer calculates postage for mailing of the magazine, we will contact the university by email with the postage estimate which should be deposited into Marshall University's bulk mail account at the USPS. It is the responsibility of the university to make sure there is enough money in their bulk account to mail out all postmarked copies of the magazine.

The printer will deliver all postmarked copies of the magazine to the United States Post Office in Charleston, West Virginia. The remainder (not postmarked) will be delivered to the Marshall University Receiving Department that same day and unloaded and distributed as needed by Marshall University personnel.

As an ongoing effort throughout the Publication Cycle, we will, at our own expense, sell advertising space in the publication. H.Q. Publishing Co. has 34 years experience selling advertising for various publications in the region. We have created a database of over 200 potential advertisers for *Marshall Magazine*. All advertisements must be approved by the university.

We believe strongly that communication is key to a successful working relationship and promise to respond to every written, voice or electronic communication within **24 hours**. We would ask that officials from Marshall University respond

PRODUCTION SCHEDULE 4.3.1.1

in the same manner. In the past, we have been in frequent and consistent contact with the Executive Editor of the magazine via telephone and email.

Not just one person is assigned to meet the demands of Marshall University. Unexpected problems can arise, but because all of our employees are familiar with every aspect of *Marshall Magazine*, obstacles can be immediately and easily addressed by any of our staff.

Our art director and senior graphic designer share a synergy in their work that is exhibited by not only helping each other on a daily basis, but by also having the capability to take over for each other if one must be away from the office. Our publisher/project manager and office manager share a similar relationship with both being excellent supervisors. We contract with two quality printers and can use them interchangeably if there are schedule conflicts or equipment failure. We also subscribe to GoToMyPC remote desktop software. This, in addition to our dual drive file backup system, with on-site and off-site locations, makes our magazine files available to us from any computer connected to the Internet, in the unlikely event that our office becomes inaccessible.

In the rare event that a scheduled article must be pulled at the last minute, publisher Jack Houvouras is able to fill the void. In the past he has written new articles for *Marshall Magazine* in less than 72 hours. Additionally, he has repurposed articles appropriate to *Marshall Magazine* that were previously published in the *Huntington Quarterly* in less than 24 hours.

H.Q. Publishing Co. understands the magnitude of a project of this size and scope. Therefore,

we have allocated funds in our budget for the following: (1) 40 hours per year in computer consulting services; (2) purchase and maintenance of a comprehensive backup system in the event of fire, flood, theft or other unforeseen disaster; (3) the yearly upgrading of office software and hardware.

In conclusion, the staff at H.Q. Publishing Co. is prepared to meet the requirements set forth by Marshall University. We understand the impact a university magazine can have on the overall success of the institution. To that end, we pledge to commit all of our time, talent and extensive resources to make this magazine something all Marshall University officials and alumni can look to with great pride.

HQ PROPOSED PRODUCTION SCHEDULE

Marshall Magazine Production Schedule 2023-24

Schedule for Spring 2024 Issue of Marshall Magazine

Wednesday, Nov. 15	Story Assignments Due to Publisher
Friday, Jan.19, 2024	everGreen and Foundation materials due to Exec. Editor
Friday, Jan.19, 2024	Stories in draft form to Exec. Editor
Thursday, Jan. 25	All edited materials to Publisher from Executive Editor
Friday, Jan. 12	1st Set of Page Proofs to Executive Editor for distribution to all proofers
Friday, Jan. 19	Marshall returns 1st page proofs with corrections
Thursday, Jan.25	Publisher delivers 2nd page proofs to Marshall
Thursday, Feb. 1	Marshall returns 2nd page proofs with FINAL corrections
Thursday, Feb. 1	Mailing list delivered to Publisher
Thursday, Feb. 29	Release date of issue

Schedule for Summer 2024 Issue of Marshall Magazine

Tuesday, Feb. 20	Story Assignments Due to Publisher
Wednesday, March 20	Stories in draft form to Exec. Editor
Wednesday, March 20	everGreen and Foundation materials due to Exec. Editor
Monday, March 25	All edited materials to Publisher from Executive Editor
Friday, April 5	1st Set of Page Proofs to Executive Editor for distribution to all proofers
Friday, April 12	Marshall returns 1st page proofs with corrections
Friday, April 19	Publisher delivers 2nd page proofs to Marshall
Wednesday, April 24	Marshall returns 2nd page proofs with FINAL corrections
Wednesday, April 24	Mailing list delivered to Publisher
Friday, May 24	Release date of issue

Schedule for Autumn 2024 Issue of Marshall Magazine

Thursday, June 6	Story Assignments Due to Publisher
Wednesday, July 10	Stories in draft form to Exec. Editor
Wednesday, July 10	everGreen and Foundation materials due to Exec. Editor
Saturday, July 13	All edited materials to Publisher from Executive Editor
Saturday, July 20	1st Set of Page Proofs to Executive Editor for distribution to all proofers
Saturday, July 27	Marshall returns 1st page proofs with corrections
Sunday, Aug. 4	Publisher delivers 2nd page proofs to Marshall
Thursday, Aug. 8	Marshall returns 2nd page proofs with FINAL corrections
Thursday, Aug. 8	Mailing list delivered to Publisher
Saturday, Aug. 31	Release date of issue



PRINTING 4.3.3

H.Q. Publishing Co. currently works with two printing companies:

WALSWORTH

Walsworth has been in business in Fulton, Missouri, for over 90 years. (Walsworth has printed the *Marshall Magazine* for the last 6 years.) They specialize in serving publishers who produce magazines, journals and other publications. The company also provides electronic pre-press, bindery, mailing and shipping services, as well as digital publication options. Walsworth is continually working to improve efficiencies and quality standards. As such, they have kept pace with new technology. Walsworth has plant locations in Marceline, MO, Fulton MO, Ripon WI and St. Joseph, Michigan.

KODI COLLECTIVE

Formerly Publisher's Press and LSC Communications, Kodi Collective began as R.R Donnelley Printing, back in 1864. (Publisher's Press printed the *Marshall Magazine* for 18 years.) Today Kodi provides traditional print, digital print, and visual communications. They have nine locations across the United States, including the printing plant we utilize in Lebanon Junction, KY. They printed 770 million magazines and catalogs since 2022.




MAILING 4.3.4

For the last six years, Walsworth (printing) has processed Marshall University's mail list to finest level. After the magazines are printed, they are sorted one site to include carrier routes on qualifying addresses. This allows postage to rate to be lowest possible. To further enhance postage savings, Marshall's mailed copies are processed to permit postal drop shipping into SCF in Charleston WV, which allows the majority of the mail list to be entered into mail stream nearer final destination, providing a reduction in postage compared to local entry.

ADVERTISING 4.3.5

Since H.Q. Publishing Co. started publishing the *Marshall Magazine*, we have sold ads in the magazine to help offset production costs. We have done the same with other clients including the *West Virginia Lawyer* and *West Virginia Chamber* magazines. Some of the businesses that have advertised in the *Marshall Magazine* over the years include Mountain Health Network, Marshall Health, The Health Plan, The Greenbrier, Dutch Miller, Advantage Valley, Heritage Farm, OVP Health, Permco, Somerville & Co., Ed Tucker Architects, Valley Health, Glenn's Sporting Good, Marshall Bookstore, Adams Hallmark, RCBI, Appalachian Power, C.F. Resuschlein Jewelers, Jackson Kelly, Yeager Airport, and more. Any advertising sales in excess of \$30,000 per issue will be split 50/50% between publisher and university.





QUALIFICATIONS & EXPERIENCE 4.4

H.Q. Publishing Co., with 34 years of experience in the publishing field, is eminently qualified to meet the needs of Marshall University. Founded in 1989 by Marshall University alumnus Jack Houvouras, H.Q. Publishing Co. has earned a reputation for outstanding quality as demonstrated in the design, layout, writing, photography and printing of its signature publication — *Huntington Quarterly*.

In 1999, H.Q. Publishing Co. established itself as a credible contract publisher when it began producing the *Marshall Magazine* for Marshall University. In subsequent years the company has published the following custom magazines: *St. Mary's Today* (for St. Mary's Medical Center), *The West Virginia Lawyer* (for the West Virginia State Bar), *Leading Edge Magazine* (for Cabell Huntington Hospital), *West Virginia Chamber Magazine* (for the West Virginia Chamber of Commerce) and *MarshallMD* (for Marshall University Joan C. Edwards School of Medicine).

The success of the company stems from our commitment to excellence, which is reflected in our highly trained personnel, experienced freelance writers, experienced commercial photographers, state-of-the-art computer equipment and proven ability to work effectively with our clients. Having collaborated with Marshall University over the last 24 years on their alumni magazine, we understand what is required to produce a publication of this size and scope. Furthermore, we are in tune with the current direction of the university and its goals. We are committed to helping the university reach those goals by producing a showcase publication that achieves the highest standards possible.




STAFF 4.4

JOHN H. HOUVOURAS • PUBLISHER

B.A. in Journalism (Magazine Sequence), Marshall University, 1988
Former editor of *The Parthenon*, 1988
Founder & President of H.Q. Publishing Company, 1989-present
West Virginia SBA "Media Advocate of the Year" award, 1992
Leadership West Virginia graduate, 1993
West Virginia SBA "Young Entrepreneur of the Year" award, 1994
Marshall University School of Journalism Alumni Association, co-president, 2002
The Herald-Dispatch "Business Innovator of the Year" award, 2014
Marshall University School of Journalism Hall of Fame inductee, 2021

DANA KEATON • OFFICE MANAGER

Attended Marshall University 1982-1985, Studied Accounting and Marketing
Graduate of West Virginia Capital School of Banking, 2002
H.Q. Publishing Co., Office Manager, 2018-present
Preferred Mail Advertising Production Manager, 2005-2017
Twentieth Street Bank Internal Auditor, 1982-2004





STAFF 4.4

KATHLEEN SIGLER • ART DIRECTOR

B.F.A. in Graphic Design, Shawnee State University, minor in Art History, 2012

Dean's List, Shawnee State University, 2009-2012

Won first place for dental advertising in the Kentucky Press Association's Excellence in Advertising competition, 2013

Awarded honorable mention for watercolor, Shawnee State University student art show, 2011

Art Director, H.Q. Publishing Co., November 2022-present

Senior Graphic Designer, H.Q. Publishing Co., 2016-2022

Graphic Designer, Community Newspaper Holdings, Inc., 2012-2016

SUZANNA STEPHENS • SENIOR GRAPHIC DESIGNER

B.F.A. in Graphic Design, Marshall University, graduated summa cum laude, 1993

Art Director, H.Q. Publishing Co., 2015-2022

Senior Graphic Designer, H.Q. Publishing Co., 2022-present

Graphic Designer, Community Newspaper Holdings, Inc., 2013-2015

Art Director, Jesse Stuart Foundation, 2010 - 2013

Adjunct Professor, Marshall University School of Journalism, 2007

Awarded three first place standings in the Kentucky Press Association's Excellence in Advertising competition, 2015

Served as a member of Crabbe Elementary's Writing Committee, 2012

Served on the Visual Communications Program Advisory Committee at ITT Technical Institute (Huntington, WV. campus), 2009-2010

STAFFING PLANS 4.4

H.Q. Publishing Co. currently employs three full-time and one part-time staff members who will be performing the following tasks for the *Marshall Magazine* project:

JACK HOUVOURAS, PUBLISHER/PROJECT MANAGER

As publisher, Jack is in charge of overseeing all aspects of the publication. He is the liaison between Marshall University and H.Q. Publishing Company. He is in frequent and consistent communication with the executive editor and attends all editorial planning meetings. His duties include working directly with the graphic artists on layout and design. He also works closely with the freelance writers, assigning all articles for the *Marshall Magazine*. He coordinates photo shoots between the photographer and article subjects to ensure there are no schedule conflicts. In addition, his duties include writing articles, headlines, subheads and captions; editing; proofreading for grammatical errors, factual information and visual appeal. Jack is also oversees advertising sales and works directly with the printer to ensure that the end result is of the highest quality.

DANA KEATON, OFFICE MANAGER

As managing editor, Dana is in charge of all business operations for the offices of H.Q. Publishing Co. In addition to her office duties she also helps coordinate photo shoots, attends photo shoots, works with the commercial printer on scheduling, and coordinates with clients on their mailing lists. She is in charge of invoicing all advertisers for the *Marshall Magazine* and maintaining the advertising database.

KATHLEEN SIGLER, ART DIRECTOR

As art director, Katie is in charge of all artwork and design of the publication. Her specific duties include page layout, ad design, scanning and digitally enhancing/retouching photographs. She supervises photo shoots to give specific direction to the photographer. Katie is skilled in Adobe Creative Suite and various other software. She works directly with the clients to ensure that all corrections from first and second page proofs have been made. In addition, she prepares the document files for the printer.

SUZANNA STEPHENS, SENIOR GRAPHIC DESIGNER

As senior graphic designer, Suzanna also works on the design of the publication. She also serves as a back up and support the art director in her work. Suzanna is responsible for designing advertisements for clients. Her tasks also include proofreading for grammatical errors and content, and the writing of headlines, subheads and captions.

In addition to our staff we have worked with a talented pool of freelance writers and photographers in the past 34 years. Some of the writers will be using for the *Marshall Magazine* include Katherine Pyles, Jim Casto, Keith Morehouse, Dawn Nolan, Amy Deal, Carter Seaton, Mike Friel, Amanda Larch, Lalena Price, Shelly Ridgeway, Megan Archer, and Lynne Squires. Photographers we will be using include Rick Lee, Tracy Toler, T.J. Lawhon and David E. Fattaleh.

PAST PROJECTS



Huntington Quarterly
Huntington, WV
Manager: Jack Houvouras
304-529-6158
jack@huntingtonquarterly.com
Quarterly lifestyle magazine;
Goals and objectives met for
promoting and entertaining the
Huntington regions for the last
34 years.



Marshall Magazine
Huntington, WV
Manager: Su Tams
304-746-2038
stams@marshall.edu
Alumni magazine published
three times per year;
Goals and objectives met to
promote Marshall University
for the last 24 years.



West Virginia Lawyer
Charleston, WV
Manager: Anita Casey (retired)
304-546-7915
caseya@wvbar.org
Membership magazine published
four times per year;
Goals and objectives met to
educate and inform State Bar
members for the last 14 years.



WV Chamber Magazine
Charleston, WV
Manager: Steve Roberts
304-342-1136
sroberts@wvchamber.com
Membership magazine published
three times per year;
Goals and objectives met to
educate and inform Chamber
members for the last 3 years.



MarshallMD
Huntington, WV
Manager: Linda Holmes
304-691-1711
holmes@marshall.edu
Alumni magazine published
once a year;
Goals and objectives met to
inform and solicit contributions
from alumni for the last 9 years.



St. Mary's Today
Huntington, WV
Manager: Renee Maass (retired)
304-544-6789
reneemaass@hotmail.com
Hospital magazine published three
times per year;
Goals and objectives met to
educate and inform the community
from 2002 - 2010.



REFERENCES

Bill Noe

Chief Aviation Officer
Marshall University Division of Aviation
3400 Old Maids Lane SW
Pataskala, OH 43062
843-298-2164
noenetjets@ymail.com

Beth Hammers

C.E.O.
Marshall Health
1600 Medical Center Dr.
Huntington, WV 25701
304-633-1005
bhammers@marshall.edu

Anita Casey, The West State Bar
Executive Director (retired)
The West Virginia State Bar
2000 Dietrick Boulevard
Charleston, WV 25322
304-546-7915
caseya@wvbar.org

Stephen G. Roberts

President
West Virginia Chamber of Commerce
1624 Kanawha Boulevard East
Charleston, WV 25311
304-342-1115
sroberts@wvchamber.com

Renee Maass

Director of Marketing (retired)
St. Mary's Medical Center
589 Pepperidge Circle
The Villages FL 32163
reneemaass@hotmail.com
304-544-6789

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: HQ Industries, Inc

Authorized Signature: [Signature] Date: July 17, 2023

State of WV

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 17 day of July, 2023.

My Commission expires Nov 8, 2025

AFFIX SEAL HERE



NOTARY PUBLIC [Signature: Cindy Edmonds]



MARK D. SCOTT
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

W. MICHAEL SHEETS
DIRECTOR

HQ INDUSTRIES INC
PO BOX 384
HUNTINGTON, WV 257080384

July 17, 2023

Business Office:

This is to confirm receipt of your Disclosure of Information and vendor registration fee, completing your entity's registration process with the West Virginia Purchasing Division. Your completion of both requirements with the Vendor Registration program enables you to receive orders from State of West Virginia agencies. The registration with the Purchasing Division for HQ INDUSTRIES INC, wvOASIS vendor # 000000206704, is valid until 7/16/2024.

For a complete list of competitive bid opportunities currently published, please view the *West Virginia Purchasing Bulletin* within the Vendor Self-Service (VSS) portal at wvOASIS.gov. If you do not have a login ID for the Vendor Self-Service portal, you can view the *West Virginia Purchasing Bulletin* by clicking "View Published Solicitations."

More information for vendors regarding the registration process can be found at www.state.wv.us/admin/purchase/VendorReg.html. If you have additional questions, please do not hesitate to contact the Purchasing Division's Vendor Registration office.

Sincerely,

A handwritten signature in black ink, appearing to read "Angelina Villanueva".

Angelina Villanueva
Vendor Registration Coordinator

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia, 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,
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. **Application is made for reciprocal preference.**
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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) rescind the contract or purchase order; 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.

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: HQ Industries, Inc

Signed: 

Date: 7/14/23

Title: President

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

STATE OF WEST VIRGINIA - PURCHASING DIVISION

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS
CERTIFICATION APPLICATION**

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$2,500 in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a \$125.00 annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at wvOASIS.gov. Please complete this form in its ENTIRETY and return it with a check or money order made payable to the STATE OF WEST VIRGINIA in the amount of \$125.00. Incomplete forms may not be processed and may be returned to the vendor. Please send completed form and payment to:

Purchasing Division - Vendor Registration
2019 Washington Street East
Charleston, WV 25305-0130

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (*West Virginia Code* §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in *West Virginia Code* §5A-3-12, other applicable sections of the *West Virginia Code*, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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 other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to *West Virginia Code of State Rules* §148-1-6.1.7.

Should you need additional information relating to vendor registration, please visit www.state.wv.us/admin/purchase/VendorReg.html. Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual HQ INDUSTRIES INC
Ordering Address 5187 US ROUTE 60 E, STE 12A, HUNTINGTON WV 25705

(Please provide a physical address, not a post office box.)

Payment Address PO BOX 384

City, State, Zip HUNTINGTON, WV 25708

Telephone Number 304-529-6158 Fax Number 304-529-6142

Principle Contact Person John Houvouras E-mail jack@huntingtonquarterly.com

Contact's Telephone Number 304-529-6158 Contact's Fax Number 304-529-6142

DBA, if any HQ Publishing Co

Ordering Address 5187 US ROUTE 60 E, STE 12A, HUNTINGTON WV 25705

Payment Address PO BOX 384

City, State, Zip HUNTINGTON, WV 25708

Telephone Number 304-529 6158 Fax Number 304-529-6142

Principle Contact Person John Houvouras E-mail jack@huntingtonquarterly.com

Contact's Telephone Number 304-529-6158 Contact's Fax Number 304-529-6142

2. Vendor Tax Classification:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Medical Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Attorney Corporation |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Board Member | <input type="checkbox"/> Payroll |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Employee |
| <input type="checkbox"/> Estate | |

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

3. Taxpayer Identification Number (TIN): If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

5 5 0 6 9 3 0 3 1 EIN

If you do not have a EIN, please enter Social Security number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

- (SSN ITIN ATIN)

4. (A) Small, Women-Owned, Minority-Owned Businesses

West Virginia Code §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the West Virginia Code of State Rules §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with West Virginia Code §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states. If you are renewing your two-year SWAM business certification status, please indicate the appropriate designation below.

Certification of Status (Check all those which apply)

- Minority-owned Business [1]** means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
 - A "minority individual" means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
 - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 - **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
 - **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 - **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

- Small Business [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- Women-owned Business [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

(B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the *Code of Federal Regulations*, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- Disabled Small Business Ownership [4]
- Veteran Small Business Ownership [5]

5. **Commodity Codes:** You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) Portal at wvOASIS.gov.

6. What is the latest Dun & Bradstreet number and rating on the vendor? _____
608886412

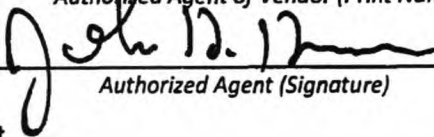
7. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation. No Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with *West Virginia Code* §5A-3-12(e).

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

John H. Houvouras

Authorized Agent of Vendor (Print Name)



Authorized Agent (Signature)

President

Title

07/17/23

Date

**PURCHASING DIVISION
USE ONLY**

Vendor ID: _____

Check No. : _____

Memo No. : _____

Date: _____

Entered by: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of West Virginia, LLC P O Box 2627 Huntington WV 25726		CONTACT NAME: Alene Lyons PHONE (A/C, No, Ext): (304) 736-2222 E-MAIL ADDRESS: alene.lyons@assuredpartners.com		FAX (A/C, No): (304) 302-3401	
INSURED H Q Industries, Inc., DBA: H.Q. Publishing Co., & Huntington Quarterly P.O. Box 384 Huntington WV 25708		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Travelers Indemnity Company of America		25666	
		INSURER B: Travelers Property Casualty Company of America		25674	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		I-680-2678L638-IND-23	06/20/2023	06/20/2024	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB		ISF-CUP-6714Y512-IND-21	06/20/2023	06/20/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000					AGGREGATE \$ 1,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	UB-7P257518-23 42G	03/14/2023	03/14/2024	PER STATUTE OTH-ER
						E.L EACH ACCIDENT \$ 1,000,000
						E.L DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of WV

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alene D. Lyons

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HQ INDUSTRIES INC DBA HQ PUBLISHING CO

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5187 US ROUTE 60 EAST, STE 12A

6 City, state, and ZIP code
HUNTINGTON, WV 25705

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

5	5		0	6	9	3	0	3	1
---	---	--	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

For backup withholding rules, see the instructions for line 1. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person ▶ 

Date ▶ **07/24/23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise stated.

For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

Use Form W-9 if you are an individual or entity (Form W-9 requester) who is required to file an information return with the IRS and must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: HQ INDUSTRIES INC

Address: 5187 US ROUTE 60 E, STE 12A

Name of Authorized Agent: JOHN H HOUVOURAS Address: _____

Contract Number: 304-529-6158 Contract Description: MU24MAGAZINE

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. **Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

John H. Houvouras - 100% owner

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

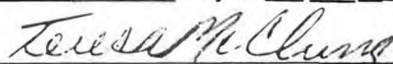
Signature:  Date Signed: 07/17/23

Notary Verification

State of WV, County of CABELL:

I, JOHN H HOUVOURAS, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 17TH day of JULY, 2023.



Notary Public's Signature

To be completed by State Agency:

Date Received by state agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



Vendor/Customer

Menu

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000206704	HQ INDUSTRIES INC		Active	Inactive	
000000206705	H.Q. PUBLISHING CO.		Discontinued	Inactive	
000000206706	HQ PUBLISHING CO		Active	Inactive	

From 1 to 3 of 3 First Prev Next Last Attachments

Save Undo Delete Insert Copy Paste Search

General Info

Vendor/Customer : 000000206704	Restrict Use by Department : <input type="checkbox"/>
Legal Name : HQ INDUSTRIES INC	Miscellaneous Account : <input type="checkbox"/>
Alias/DBA :	Internal Account : <input type="checkbox"/>
Vendor Active Status : Active	Third Party Only : <input type="checkbox"/>
Vendor Approval Status : Complete	Third Party Vendor : <input type="checkbox"/>
Customer Active Status : Inactive	Third Party Customer : <input type="checkbox"/>
Customer Approval Status : Incomplete	Inventory Customer : <input type="checkbox"/>
Location Name :	Healthcare Provider : <input type="checkbox"/>
First Name :	Never Archive : <input type="checkbox"/>
Middle Name :	Restrict VSS Access : No
Last Name :	Discontinue - No New Business : <input type="checkbox"/>
Company Name : HQ INDUSTRIES INC	Prevent MA Reference : <input type="checkbox"/>
Previous Name :	PunchOut Enabled : <input type="checkbox"/>
Previous Street :	Re-PunchOut Enabled : <input type="checkbox"/>
Previous City :	Electronic Order Enabled : <input type="checkbox"/>
Previous State/Province :	W-9 Received : <input type="checkbox"/>
Previous Country :	W-9 Received Date : <input type="text"/>
	W-8 Received : <input type="checkbox"/>
	W-8 Received Date : <input type="text"/>
	Accepts Credit Cards : <input type="checkbox"/>
	Active From : 01/01/1999
	Active To : <input type="text"/>
	Last Usage Date : 08/07/2023
	Department : <input type="text"/>
	Unit : <input type="text"/>

- ▶ Headquarters
- ▶ Organization
- ▶ Disbursement Options
- ▶ Prenote/EFT
- ▶ Remittance Advice
- ▶ Vendor Terms
- ▶ Accounts Receivable
- ▶ eMALL
- ▶ Location Information
- ▶ Fee and Vendor Compliance Holds

Fee Exempt : <input type="checkbox"/>	Tax Clearance : <input type="checkbox"/>
Registration Application Date : 07/17/2023	Unemployment Insurance : <input type="checkbox"/>
Registration Effective Date : 07/17/2023	Worker's Compensation : <input type="checkbox"/>
Registration Expiration Date : 07/16/2024	Secretary of State Registration : <input type="checkbox"/>
Pre-Registration Code :	Federal Debarred : <input type="checkbox"/>
- ▶ Executive Compensation
- ▶ Additional Information
- ▶ Travel
- ▶ Change Management

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