



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

State of West Virginia Master Agreement

Order Date: 10-14-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0432 1428 DCH2200000002 1	Procurement Folder:	953653
Document Name:	Goldenseal Magazine Printing Contract	Reason for Modification:	
Document Description:	Goldenseal Printing Contract (Replacement of CMA DCH20-001)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2019-11-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-10-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000208851 MPB PRINT & SIGN SUPERSTORE 915 GREENBAG RD MORGANTOWN WV 26508 US Vendor Contact Phone: 304-292-3368 Extension:	Requestor Name: Bethany Cline Requestor Phone: (304) 558-0220 Requestor Email: bethany.k.cline@wv.gov																				
Discount Details:	22 FILE LOCATION _____																				
<table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No		
		Discount Allowed	Discount Percentage	Discount Days																	
#1		No	0.0000	0																	
#2		No																			
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US	RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0300 US

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE:

10/14/2021

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE:

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE:

ELECTRONIC SIGNATURE ON FILE

Extended Description:

This contract identified as CMA DCH2200000002, Goldenseal Magazine Printing Contract, is created for administrative purposes only and is intended to change the name of the vendor identified in contract from Vendor MORGANTOWN PRINTING & BINDING (V/C account 000000208850) to Vendor MPB PRINT & SIGN SUPERSTORE (V/C account 000000208851). System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.
Effective date of change

Old procurement folder: 631064

Also, to renew the original contract according to all terms, conditions, and specifications contained in the original contract and all authorized change orders, except that the contract (unit prices, hourly rates, annual fee, etc.) is increased as defined in the attached documentation.

Effective date of renewal 11/01/2021 through 10/31/2022

Renewal Years remaining: (1)

No other changes.

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	73151904				0.000000
	Service From	Service To			
	2019-11-01	2022-10-31			

Commodity Line Description: Goldenseal Printing - See attached Pricing Schedule

Extended Description:

Goldenseal Printing - See attached Pricing Schedule



The Culture Center
1500 Kanawha Blvd. E.
Charleston, WV 25305-0300

Randall Reid-Smith, Curator
Phone: 304.558.0320 • www.wvculture.org
Fax: 304.558.2779 • TDD: 304.558.3102

September 15, 2021

MPB Print & Sign Superstore
Jeff Pyle
915 Greenbag RD
Morgantown, WV 26508

RE: From CMA DCH2000000001 – Goldenseal Magazine Printing Contract PF 631064
To CMA DCH2200000001 – Goldenseal Magazine Printing Contract PF 631064

Mr. Pyles,

Change Order No. 02 would be issued for administrative and renewal purposes only and is intended to change the name of the vendor from Morgantown Printing & Binding (V/C account 000000208850) to MPB Print & Sign Superstore (V/C account 000000208851). System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

The West Virginia Arts, Culture and History is offering to renew Subject contract under the same terms, conditions, and pricing. The renewal dates are November 1, 2021 to October 31, 2022. If your Company agree to this renewal, please sign below and return a notarized Purchasing Affidavit as soon as possible. You may return all renewal documents via email to carajm.suppa@wv.gov.

* AGREE TO ORIGINAL TERMS PLUS PAPER INCREASE.
NEW BASE BID \$16,794.50 JP 9/21/21

Thank You

Cara Suppa 9/15/21

Cara Suppa, Procurement Officer

We agree to the Change of Name and on the renewal on the contract listed in the subject line as stated above under the same terms and conditions and pricing in the original purchase order and any change orders thereto.

A handwritten signature in dark ink, appearing to be "JP", written over a horizontal line.

Name/Signature

Date

9/21/21

VP/CFO
A handwritten signature in dark ink, appearing to be "CS", written over a horizontal line.

Title

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

Initial Contract Term: Initial Contract Term: This Contract becomes effective on **November 1, 2019** and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **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, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

☐ **Other:** See attached.

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

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

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division 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 Purchasing Division 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 delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: One Million Dollars (\$1,000,000.00) per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: One Million Dollars (\$1,000,000.00) per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ **West Virginia Workers Compensation coverage.**

☐

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

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

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (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.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH 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.

SUBCONTRACTOR COMPLIANCE: 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. 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 Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. 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 West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this 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 this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation 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 Agency. 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 any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State 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 Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or 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 Agency.

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

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 08/15/2019

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. 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.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

H. Andrew Walls III President
(Name, Title)

H. Andrew Walls III President
(Printed Name and Title)

915 Greenbass Road Morgantown, WV 26508
(Address)

304-292-3368 304-292-0283
(Phone Number) / (Fax Number)

awalls@mpbonline.com
(email address)

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

MPB Print + Sign Super Store
(Company)

H. Andrew Walls III President
(Authorized Signature) (Representative Name, Title)

H. Andrew Walls III President
(Printed Name and Title of Authorized Representative)

9-24-19
(Date)

304-292-3368 304-292-0283
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Printing of Quarterly Publication: Goldenseal Magazine

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Arts, Culture and History to establish an Open-End printing Services contract for the quarterly publication of GOLDENSEAL Magazine.

Please Note: The duties of this solicitation were previously performed under CRFQ 0432 DCH1700000007. An open-end contract was awarded to Watkins Printing Company 12/06/2016. The contract was in effect for one year and had two (2) one (1) year renewals. For more information regarding the bids received for DCH1700000007, please visit: <http://www.state.wv.us/admin/purchase/Bids/FY2017/BO20161115.html>.

- Vendors are encouraged to review specifications completely as requirements may have and, in most cases, changed since last solicitation and awarded contract.
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 the providing of Printing, Binding, and Mailing services for 9,000 magazines of approximately eighty-eight (88) pages as more fully described in these specifications.
- 2.2 **“Pricing Page”** means the pages, contained wvOASIS or 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 Purchasing Division.
- 2.4 **“CASS”** means Coding Accuracy Support System, a certification system from the United States Postal Service for address validation.
- 2.5 **“PAVE”** means a United States Postal Service program designed in cooperation with the mailing industry to evaluate presort software and determine its accuracy in sorting address files according to DMM standards.
- 2.6 **“DMM”** means *Domestic Mail Manual*; published standards provided by the United States Postal Service.
- 2.7 **“Goldenseal magazine”** means the magazine of West Virginia traditional life and is produced by the Division of Culture and History. Stories are recollections of West Virginians living throughout the state.

REQUEST FOR QUOTATION
Printing of Quarterly Publication: Goldenseal Magazine

2.8 "Perfect Bound" means the binding method where, the pages and cover are glued together at the spine with a strong yet flexible thermal glue. The other three sides of the book are then trimmed as needed to give them clean "perfect" edges.

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor must have five (5) years' experience in the magazine printing business.

3.2. Prior to Award, Vendor must provide three to five printed magazine samples that they have published within the past five (5) years.

3.3. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision.

3.4. Vendor must represent that they have inspected sample issues of GOLDENSEAL and understand the production, printing, and assembly standards of quality for the Publication. Copies of the magazine may be obtained for inspection by contacting the Buyer: Stephanie.L. Gale@Wv.Gov before xx/xx/2019.

3.4.1. Failure to meet these minimum standards, as determined by the Editor upon delivery of each issue, will result in a negotiated discount of the total invoice, refused delivery, or if negotiations are unsuccessful, cancellation of this contract.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 PRODUCTION: Vendor shall print magazine using four (4) color commercial offset presses / printers on all cover and text pages.

4.1.2 PAPER

4.1.2.1 COVER PAPER: Cover Stock, 100 #, coated both sides, with a final trim size of 8-1/2 inches by 11" inches, subject to approval of the Editor.

4.1.2.1.1 Outside front and back cover to be coated with a water based aqueous coating, subject to approval, per issue, by the

REQUEST FOR QUOTATION

Printing of Quarterly Publication: Goldenseal Magazine

Editor, except for area on back cover where address is printed, if necessary.

4.1.2.2 TEXT PAPER: Eighty-eight (88) book pages, 80#, semi-gloss text, with a final trim size of 8-1/2 inches by 11" inches, subject to the advance approval of Editor. **NOTE:** In their bid submission, Vendor shall provide a cost per page for additional and fewer pages for the magazine above and less than the eighty-eight (88) per issue specified above.

4.1.2.3 PAPER SUBSTITUTIONS: Editor requires thirty (30) days' prior advance written notice, by the Vendor, of paper substitutions and such written notice must be accompanied by printed samples of proposed substitute paper stock, subject to Editor's written approval.

4.1.3 INK

4.1.3.1 COVER INK: Front and back inner and outer covers to be four-color process, with a water based aqueous coating as specified in Section 4.1.2.1.1 above, full bleed off all four (4) sides.

4.1.3.2 TEXT INK: Eighty-eight (88) text pages to be to be printed four-color process.

4.1.4 COMPOSITION: Typesetting, layout, and design to be provided to the Vendor as digital files by the Editor. These files will be provided to the Vendor on recordable storage media, or directly uploaded to the vendor's website via the Internet.

4.1.4.1 All original copy, art, photos, computer disks or other electronic storage media are the property of GOLDENSEAL and must be returned promptly, at printer's expense.

4.1.5 PROOFS: The printer must provide high-resolution, color-accurate hard copy proofs of final printed magazine to the Editor and Designer for written final approval by the Editor, GOLDENSEAL Magazine.

4.1.6 EDITORIAL ALTERATIONS: During the final proof stage of magazine production, Editor reserves the right to make minor Editorial changes of up to

REQUEST FOR QUOTATION

Printing of Quarterly Publication: Goldenseal Magazine

twenty (20) pages of text at no additional charge. These may include changes in process colors, text colors, single character or single word text changes, photo adjustments or replacements, minor corrections to the positioning of graphic elements, etc., but excludes prepress corrections, which printer must address at their expense.

4.1.6.1 Upon written approval by Editor, major corrections may be billed at the printer's actual hourly cost and must be itemized on the invoice for each specific instance. Major corrections include extensive text revisions, page redesigns, etc.

4.1.7 **BINDING:** The Magazine is to be Perfect Bound.

4.1.8 **COUPON INSERT:** Coupon design to be provided, by the Editor, for each of four (4) issues covered by the Contract.

4.1.8.1 Print coupon insert front and back in black ink on 75 #, white return postcard, trimmed to 8-1/2" x 7", perforated and scored, bound into magazines, one each.

4.1.9 **MAILING:** Magazines to be labeled, sorted, and delivered to the Charleston Post Office by printer according to standard postal regulations and within normal postal hours.

4.1.9.1 The Editor will supply the mailing list directly via e-mail or by recordable storage media. The GOLDENSEAL mailing list is the confidential and exclusive property of GOLDENSEAL magazine and is to be used only as authorized by the Editor.

4.1.9.2 Postage for the publication will be paid directly to the United States Postal Service by the magazine.

4.1.9.3 The printer must provide advanced Zip-plus-4 sortation plus delivery-point bar code according to United States Postal Service second class/periodicals regulations, using CASS (Coding Accuracy Support System) and PAVE (Pre-sort Accuracy Verification) certified software. The ability to provide advanced mailing services is of the essence in this contract.

REQUEST FOR QUOTATION
Printing of Quarterly Publication: Goldenseal Magazine

4.1.10 Vendor must receive approval from the Editor before delivering the magazines that are to be mailed to the post office. All freight charges, including any correspondence/proofs sent from the Vendor to the Editor, to be borne by Vendor.

4.1.11 UNMAILED COPIES: All un-mailed copies must be packed in boxes with dimensions of no greater than 13 inches in width, 11 inches in height, and 12 inches in depth and no more than twenty-five (25) pounds each and labeled for contents and quantity.

4.1.11.1 Printer must deliver the un-mailed boxed copies of GOLDENSEAL to the Culture Center, 1900 Kanawha Boulevard East, Charleston, WV. All freight charges to be borne by Vendor.

4.1.12 PRODUCTION TIME:

4.1.12.1 Production schedule to be agreed upon between editor and printer, consistent with keeping GOLDENSEAL on schedule for publication in early March, early June, early September and early December.

4.1.12.2 Total production time for each issue not to exceed three (3) calendar weeks, twenty-one (21) days, notwithstanding weekends and holidays, from delivery of design and art through date of mailing and delivery of all un-mailed copies to GOLDENSEAL office.

4.1.13 SUBCONTRACTORS: Subcontracting all or part of this contract is prohibited, except by advance written approval of the editor.

4.1.14 CONTRACT CANCELATION: The Editor reserves the right to notify the West Virginia Division of Purchasing and request a cancellation of the contract for failure to deliver the magazine according to the contract specifications, failure to deliver the expected print quality, failure to adhere to postal regulations and guidelines, failure to meet delivery deadlines, or for unauthorized use of the GOLDENSEAL mailing list.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides

REQUEST FOR QUOTATION

Printing of Quarterly Publication: Goldenseal Magazine

the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

- 5.2 Pricing Page:** Vendor must complete the Pricing Page by completely filling out *Exhibit "A" Pricing Page*, following the directions in the Exhibits, and by signing the Certification in *Exhibit "B"*. 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.

Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page, attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: stephanie.l.gale@wv.gov

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Agency shall pay upon the tendering of an itemized invoice, per completed magazine issue as detailed on the Pricing Pages, for all Contract Services performed and accepted under this Contract.

- 7. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. 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.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION
Printing of Quarterly Publication: Goldenseal Magazine

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Printing of Quarterly Publication: Goldenseal Magazine

11. MISCELLANEOUS:

- 11.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 11.2 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 11.3 **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: H. Andrew Walls III

Telephone Number: 304-292-3368

Fax Number: 304-292-0283

Email Address: awalls@mpbonline.com



PROCUREMENT PLANNING PURCHASE REQUEST FORM

Form PR-1 (Revised 3/30/20)

Payment Type: _____ Vendor: _____ wvOASIS Order Coding: _____
P-Card ☐ Check ☒ VENDOR #1 APO: ☐ ADO: ☐ AMA: ☐ DCH CMA DCH20*01
P-Card ☐ Check ☐ VENDOR #2 APO: ☐ ADO: ☐ AMA: ☐ DCH
P-Card ☐ Check ☐ VENDOR #3 APO: ☐ ADO: ☐ AMA: ☐ DCH
P-Card ☐ Check ☐ VENDOR #4 APO: ☐ ADO: ☐ AMA: ☐ DCH

REQUESTED BY:

Name: Stan Bumgardner

Section: GOLDENSEAL

Date: 10/14/2021 Needed by (not ASAP) 10/31/21

Purpose/Justification: *PLACE MARKER DOC* CHANGE ORDER REQUEST - GOLDENSEAL PRINTING CONTRACT - Pass-through cost to recoup expenses due to the rise of paper costs.

wvOASIS ACCOUNT CODING:

Fund: _____ Sub Fund: 0000 Department: 0432 Unit: 1428 Appr Unit: _____ Object: _____ Sub Object: _____
Program: _____ Program Period: E.Y. _____

Vendor Information:

Vendor #1: MPB Print & Sign Super: wvOASIS Vendor #: *208851 Address: 915 Greenbag Road, Morgantown, WV 26508
Vendor #2: DBA Walls Printing Co. wvOASIS Vendor #: *208850 Address: _____
Vendor #3: wvOASIS Vendor #: _____ Address: _____
Vendor #4: wvOASIS Vendor #: _____ Address: _____

Procurement Use Only:

Vendor #1: SWC? Yes ☐ Contract#: _____ No ☒ VCUST Check? ☒ Pur. Fee Paid?: Yes ☒ No ☐ Agg Spend Check?: ☒ Agency: \$ 65,386.32
Statewide: \$ 83,471.32 Exempt? 0432 Sect of State Check?: _____ Comments: _____
Vendor #2: SWC? Yes ☐ Contract#: _____ No ☐ VCUST Check? ☐ Pur. Fee Paid?: Yes ☐ No ☐ Agg Spend Check?: ☐ Agency: \$ _____
Statewide: \$ _____ Exempt? 0432 Sect of State Check?: _____ Comments: _____
Vendor #3: SWC? Yes ☐ Contract#: _____ No ☐ VCUST Check? ☐ Pur. Fee Paid?: Yes ☐ No ☐ Agg Spend Check?: ☐ Agency: \$ _____
Statewide: \$ _____ Exempt? 0432 Sect of State Check?: _____ Comments: _____
Vendor #4: SWC? Yes ☐ Contract#: _____ No ☐ VCUST Check? ☐ Pur. Fee Paid?: Yes ☐ No ☐ Agg Spend Check?: ☒ Agency: \$ _____
Statewide: \$ _____ Exempt? 0432 Sect of State Check?: _____ Comments: _____

ITEM INFORMATION:

Qty.	Description	Vendor	Estimated Cost
	Change Order - Increase in market cost of paper. Proposal to recoup paper paper expenses. Labor costs in contract will not increase.	MPB Print & Sign Supersto	\$1,365.00
	Final Approval will be decided by the WV Purchasing Director. If rejected, the Goldenseal printing contract will be re-bid with higher cost proposals. This could potentially affect release dates of the magazine.		
1	Original Base Bid Amount: \$14,395.00 + \$390.00 = \$14,785.00 Proposed Base Bid Increase: \$16,794.00 Difference: \$2,009.00, or 13.59%	1st Change Order Request	
2	Original Base Bid Amount: \$14,785.00 Proposed Base Bid Increase: \$16,150.00 Difference: \$1,365.00, or 9.23%	2nd Change Order Request	

For additional items, Use Continuation Sheet

Approvals:

Supervisor Approval: _____

Directors Approval: _____

Printed Name (Stamp): _____

Printed Name (Stamp): _____

Procurement Approval: Cara M. Suppa 10/14/21

Agency Head Approval: _____

Printed Name (Stamp): Cara Suppa

Printed Name (Stamp): Randall Field-Smith

Date Ordered: _____ Date Received: _____

Page 1 of _____

REQUEST FOR QUOTATION
Exhibit A Pricing Page
Quarterly Publication, Goldenseal Magazine

PRICING PAGE (HYPOTHETICAL ISSUE)

Vendor shall provide the pricing for the publication of GOLDENSEAL magazine in accordance with the specifications and the terms and conditions stated herein

JP
9/21/21

- a. One (issue--88 pages plus front and back covers) for 9,000 copies of GOLDENSEAL, as specified: \$ 14,395 + \$2,399 = \$16,794
- b. 9,000 coupon inserts per issue, as specified \$ 390 + \$ = \$390
- \$ 14,785 + 2399 = \$17184

Add a and b above and multiply by four (4) for BASE BID
BASE BID FOR GOLDENSEAL magazine:

\$ 59,140 \$68,736

(Per Issue Editorial additions or subtractions to Items a and b of GOLDENSEAL)

- c. Additional copies: per 500 \$ 473
- d. Decrease copies: per 500 \$ 325
- e. Additional coupon inserts: per 500 \$ 19
- f. Decrease coupon inserts: per 500 \$ 11
- g. Increase number of pages: per 8 pages \$ 122.4 ON ORY OF 9000
- h. Decrease pages: per 8 pages \$ 1000 ON ORY OF 9000
- i. Hourly fee the Vendor will charge for major changes or minor changes due to editorial alterations on any pages over 20 \$60 per Hour

EACH ISSUE OF THE MAGAZINE WILL BE PAID
AT THE BASE PRICE ADJUSTED ACCORDING
TO THE ITEMIZED PRICING SCHEDULE IN THIS,
EXHIBIT "A."

END OF EXHIBIT "A."





The Culture Center
1900 Kanawha Blvd. E.
Charleston, WV 25305-0300

Randall Reid-Smith, Curator
Phone: 304.558.0220 • www.wvculture.org
Fax 304.558.2779 • TDD 304.558.3562

October 14, 2021

Mike Sheets, Purchasing Director
WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

*Increase OK
Linda Harper
10/14/2021*

REF: CMA DCH2000000001 – Change Order No. 2 – Goldenseal Magazine Printing Contract

Walls Printing Company, Inc. DBA:

- 1) Morgantown Printing and Binding (V/C account 000000208850)
- 2) MPB Print & Sign Superstore (V/C account 000000208851)

The Vendor has an urgent need to acquire specialty gloss paper with their supplier citing a worldwide paper commodity shortage that could last until the end of 2022. There has been a lot of effort since August 2021 to make an administrative change for the vendor's name prior to implementing the change order renewal. In addition, the agency was assigned a new buyer right in the middle of this issue. Upon the renewal and the administrative changes, the vendor initially proposed a pass-through cost of 13.59% of the base bid contract. This proposal did not make it all the way through for review.

The contract CMA DCH2000000001 expires on October 31, 2021, with one (1) renewal remaining. The Vendor declined renewing the contract under the same pricing due to a rise in the cost of the paper commodity. Change Order No. 02 has been proposed to renew the original contract according to all terms, conditions, and specifications contained in the original contract and all authorized change orders, except that the base bid has increased as defined in the attached documentation letter from the vendor. The proposed increase is to include a pass-through cost to recoup expenses due to the inflation in the paper industry. The company recently increased their labor costs; however, they are not presenting any increases on labor, just an increase on paper costs.

The proposed increase by Change Order No. 2 is \$1,365.00, or 9.23%.

Original Base Bid Amount: \$14,785.00
Proposed Base Bid Increase: \$16,150.00
Actual Amount: \$1,365.00

Due to the unforeseen supply and demand issues that COVID has created, this has suddenly created a situation requiring that commodities be procured in a timely manner to remedy the issue off potentially missing a publication deadline. The consequences that the agency will face include a loss of revenue because the magazine is resold and highly anticipated by consumers. Overall, not having the specialty paper in time for publishing could jeopardize the upcoming release date of the Winter 2021 commemorative issue to the 50th Anniversary of the Buffalo Creek disaster. The magazine has not missed a publication deadline in its 46 years of operation.

Having to rebid this contract due to rejection would call for an Emergency Purchase Request. An emergency purchase of a four (4) month contract would cost the state and agency more time and money. Though it is a high percentage of a change on the contract, the amount of \$1,365.00 does not seem as much compared the amount of money it would cost to rebid the contract or do an emergency request with a higher quote from the vendor. Renewing the contract under its last renewal with the 9.23% increase would allow publication deadlines to be met and there could be a better opportunity next year for deflation of the commodities and all industries when the contract is rebid.

If you have any questions or need any additional information, please contact me via phone at (304) 558-0220 or via email at Cara.M.Suppa@wv.gov.

Thank you for your time and consideration.

Sincerely,

Cara M. Suppa 10/14/21

Cara M. Suppa
Procurement Specialist, WVDACH

Cc: Randall Reid-Smith, Curator, WVDACH (E-Doc)
Bethany A. Cline, Deputy Director, WVDACH (E-Doc)
Samuel J. Calvert, Director of Administration, WVDACH (E-Doc)

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West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

WALLS PRINTING COMPANY, INC.

**see attached*

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	5/31/1995		5/31/1995	Domestic	Profit			

Organization Information			
Business Purpose	3231 - Manufacturing - Printing and Related Support Activities - Printing and Related Support Activities (commercial printing, books)		Capital Stock 5000.0000
Charter County	Monongalia	Control Number	0
Charter State	WV	Excess Acres	0
At Will Term		Member Managed	
At Will Term Years		Par Value	50.000000
Authorized Shares	100	Young Entrepreneur	Not Specified

Addresses

Type	Address
Local Office Address	915 GREENBAG ROAD MORGANTOWN, WV, 26508
Mailing Address	915 GREENBAG ROAD MORGANTOWN, WV, 26508 USA
Notice of Process Address	HOYE A. WALLS, III 915 GREENBAG RD. MORGANTOWN, WV, 26508
Principal Office Address	915 GREENBAG RD. MORGANTOWN, WV, 26508 USA
Type	Address

Officers

Type	Name/Address
Incorporator	HOYE A. WALLS, III 3135 SYLUAM CIRCLE MORGANTOWN, WV, 26505
Incorporator	TERRI WALLS SAME AS ABOVE
President	HOYE A WALLS, III 915 GREENBAG ROAD MORGANTOWN, WV, 26508
Secretary	JEFFREY L. PYLES 915 GREENBAG ROAD MORGANTOWN, WV, 26508
Type	Name/Address

DBA

DBA Name	Description	Effective Date	Termination Date
MORGANTOWN PRINTING & BINDING	TRADENAME	8/22/1995	
MPB PRINT & SIGN SUPERSTORE	TRADENAME	2/12/2019	
DBA Name	Description	Effective Date	Termination Date

Date	Amendment
2/3/2000	INCREASE IN SHARES FROM 100 @\$50 TO 3500 SHARES WITH 2000 SHARES OF PREF.STOCK @\$1 PAR AND 1500 SHARES OF PREF. AT \$2 PAR MAKING AUTH. CAP. STAY THE SAME AT \$5000

Date

Amendment

Annual Reports**Filed For**

2021

2020

2019

2018

2017x

2017

2016

2015

2014

2013

2012

2011

2010

2009

2008

2007

2006

2005

2004

2003

2002

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2000

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1997

1996


Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.









Thursday, October 14, 2021 — 3:59 PM

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Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000208851	MPB PRINT & SIGN SUPERSTORE	WALLS PRINTING COMPANY INC	Active	Inactive	
From 1 to 1 of 1 First Prev Next Last Attachments					

Save [Undo](#) Delete Insert Copy Paste Search 

▼ General Info

Vendor/Customer :	000000208851	Restrict Use by Department :	
Legal Name :	MPB PRINT & SIGN SUPE	Miscellaneous Account :	
Alias/DBA :	WALLS PRINTING COMPA	Internal Account :	
Vendor Active Status :	Active ▼	Third Party Only :	
Vendor Approval Status :	Complete	Third Party Vendor :	
Customer Active Status :	Inactive ▼	Third Party Customer :	
Customer Approval Status :	Incomplete	Inventory Customer :	
Location Name :		Healthcare Provider :	
First Name :		Never Archive :	
Middle Name :		Restrict VSS Access :	No ▼
Last Name :		Discontinue - No New Business :	
Company Name :	MPB PRINT & SIGN SUPE	Prevent MA Reference :	
Previous Name :		PunchOut Enabled :	
Previous Street :		Re-PunchOut Enabled :	
Previous City :		Electronic Order Enabled :	
Previous State/Province :		W-9 Received :	
Previous Country :		W-9 Received Date :	
		W-8 Received :	
		W-8 Received Date :	
		Accepts Credit Cards :	
		Active From :	04/09/2019 
		Active To :	
		Last Usage Date :	10/13/2021
		Department :	
		Unit :	

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: MPB Print & Sign Super Store

Authorized Signature: H. A. Wall III Date: 10-15-21

State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 15th day of October, 2021.

My Commission expires October 14, 2025.



NOTARY PUBLIC Jacqueline Thompson
Purchasing Affidavit (Revised 01/19/2018)



Toler, Beverly A <beverly.a.toler@wv.gov>

Award Letter

1 message

Toler, Beverly A <beverly.a.toler@wv.gov>

Thu, Oct 21, 2021 at 2:03 PM

To: Toby L Welch <toby.l.welch@wv.gov>

Bcc: badkins@mpbonline.com

Please find attached correspondence regarding the above-referenced matter. If you have any questions please contact the Buyer listed on the first page of the purchase order.

--

Beverly A Toler
Support Services Supervisor
WV Purchasing Division



Notice of Availability - CMA DCH22-2.pdf

121K



MARY JANE PICKENS
ACTING CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION

W. MICHAEL SHEETS
DIRECTOR

PURCHASING DIVISION

RE: Notice of Contract Document Availability; Previous Contract No. CMA DCH2000000001 ; New Contract/Purchase Order No. CMA DCH2200000002 Procurement Folder No. 953653

Vendor(s),

This email is intended to notify you that important documents have been posted to the West Virginia Purchasing Division's website relating to the above identified solicitation and/or contract. Your firm is receiving this email because it:

☐ Participated in the State of West Virginia's competitive bid process for which a contract has now been awarded to:

☒ **MPB PRINT & SIGN SUPERSTORE**

☐ Obtained a cooperative contract award.

☐ Holds a contract and is receiving a central delivery order.

☒ Holds a contract and is receiving confirmation of an approved change order.

The award document, delivery order, or change order in question can be accessed at [West Virginia Purchasing Division \(state.wv.us\)](http://West Virginia Purchasing Division (state.wv.us)) . Please utilize the weblink to obtain a copy of the document for your records as soon as possible. The documents will only remain available on the website for 90 days.

The Purchasing Division appreciates your interest in doing business with the State. If you wish to attain additional details regarding the award of this purchase order/contract, please note that all officially awarded purchase orders/contracts are public information and available for public inspection at the Purchasing Division, 2019 Washington Street East, Charleston, WV 25305.

Sincerely,

Toby L Welch

Toby L Welch, Buyer
Purchasing Division

badkins@mpbonline.com