



# WATKINS

June 19, 2009

Shelly Murray  
State of West Virginia  
Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street, East  
Charleston WV 25305

RECEIVED

2009 JUN 23 A 10: 12

PURCHASING DIVISION  
STATE OF WV

Dear Shelly:

In behalf of the Watkins Family I would like to express our appreciation for the opportunity to bid on the printing of **Goldenseal Magazine**. We have printed the magazine in years past and hope to do so again.

The Watkins Printing Company specializes in the printing of magazines for governmental entities, unions, colleges, universities and publishers. I am enclosing some current sampling.

We are Forest Stewardship Council Certified and so can offer special recycled papers and we print with soy/vegetable inks.

We are members of the Printing Industries of America and regularly win print quality awards from their organization. (I have included a press release that highlights our most recent awards)

If there is any further information I can provide, please feel free to contact me.

Sincerely,



Phil Hodgson  
Account Manager



## Certifications

### **The Watkins Printing Company Awarded Environmental Certification**

The Watkins Printing Company, an 85-year-old family owned Magazine and Publication printer, has announced it earned a prestigious certification from the Forest Stewardship Council (FSC). The third-party certification confirms The Watkins Printing Company's commitment to environmentally responsible business practices.

The Watkins Printing Company completed an audit and inspection from one of FSC's 12 certifiers serving the globe. FSC's model of certification allows products that flow from certified forests to enter the marketplace with a credential that is unique. Any FSC labeled product can be traced back to a certified source. This aspect of the system is the basis for any credible certification system and is the link between consumer preference and responsible, on the ground forest management.

The certification ensures that certain paper purchased by The Watkins Printing Company is segregated and documented as having originated in an FSC-certified forest, which allows the firm to produce environmentally responsible printed products by using the FSC certified paper. Watkins clients may now choose to use FSC certified paper and the FSC logo on their print products.

"We are excited to have earned the certification and happy to be doing our part to help in this initiative" explained Tamara Watkins Green and Eric M. Watkins, Co-Owners of The Watkins Printing Company.

The Watkins Printing Company is an 85-year-old, family-owned business producing magazines, catalogs, directories and newsletters for clients in more than 25 states. A more flexible organization, we focus our resources on the needs of our clients. From prepress to billing we make every effort to conduct business, as you would prefer. For more information visit [www.watkinsprinting.com](http://www.watkinsprinting.com) or our online publishing site at: [digital.watkinsprinting.com](http://digital.watkinsprinting.com)

A more flexible organization, we focus our resources on the needs of our clients.

Communication directly with Ownership is customary in our organization. We make ourselves available in any capacity needed. A dedication to quality and quick turnaround time is what separates us from our larger web press competitors.

## **OUTSTANDING PUBLICATIONS AND LOCAL COMPANY RECOGNIZED FOR PRINT EXCELLENCE**

The Watkins Printing Company is proud to announce it was recently awarded eleven 2009 Print Excellence Awards from the Printing Industries Association, Inc., serving Northern Kentucky and Ohio (PIANKO).

"Although the difficult economic times slightly reduced the number of entries, the creativity and quality of the entries made the judges' selection incredibly hard," said PIANKO president Jim Cunningham. "2009 Print Excellence Award winners exemplify the excellent work of our Ohio and northern Kentucky printers. Our members and the customers they represent should be incredibly pleased with their winning product or pieces."

Each year, PIANKO holds its Print Excellence Awards Competition to reward Ohio and northern Kentucky printers that demonstrate excellence in 34 categories. This year member companies submitted more than 520 printed pieces and three out-of-state expert judges ranked them in a regional competition. This year's judges were Susan Higgins, Worth Higgins & Associates, Inc.; M. David Merrick, The Merrick Printing Company; and Richard Presley, Eastman Kodak Company.

Each of the gold award winners in the regional competition are entered in an association-wide competition for Best of Category and Best of Show prizes that will be awarded in June 2009 at the Grand Ceremony, being held in Columbus, Ohio.

The Watkins Printing Company won the following awards:

### **2 Gold Awards**

Denison University Magazine, Our First Family's Home

### **4 Silver Awards**

Alabama Alumni Magazine, University of Cincinnati Magazine, Buckeye Farm News, The Eleusis of Chi Omega Magazine

### **5 Bronze Awards**

Claremont McKenna College Magazine, The Memorial Tournament Magazine, Ohio Wesleyan Magazine, Monarch Magazine, The Ohio State Alumni Magazine

Printing Industries Association, Inc. serving northern Kentucky and Ohio (PIANKO) serves nearly 400 commercial printing companies and suppliers to the industry in its service area. PIANKO provides a broad range of products and services to its membership, including workers' compensation and product discounts. PIANKO is an affiliate of the national Printing Industries of America, the largest graphic arts association in the world. For complete information on PIANKO and Printing Industries of America, please visit [www.pianko.org](http://www.pianko.org).



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

**Request for  
 Quotation**

RFQ NUMBER:  
**DCH10001**

PAGE:  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**SHELLY MURRAY  
 304-558-8801**

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

The Watkins Printing Company  
 1401 E. 17th Ave.  
 Columbus, OH 43211

**DIVISION OF CULTURE & HISTORY**

**CULTURAL CENTER  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0300 558-0220**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/04/2009	Net 30 Days	Truck	Charleston, WV	By WPC

BID OPENING DATE: **06/23/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50		
<p><b>OPEN END CONTRACT</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY, IS SOLICITING BIDS FOR PRINTING OF GOLDENSEAL MAGAZINE PER THE ATTACHED SPECIFICATIONS.</p> <p><b>PRINTING: MAGAZINE</b></p> <p><b>EXHIBIT 3</b></p> <p><b>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 07/01/2009 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</b></p> <p><b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</b></p> <p><b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Samara Watkins Green</i>	TELEPHONE 888-276-1307	DATE 6-19-09
TITLE Co-owner	FEIN 31-4369701	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY  
 304-558-8801**

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

The Watkins Printing Company  
 1401 E. 17th Ave.  
 Columbus, OH 43211

**DIVISION OF CULTURE & HISTORY**

**CULTURAL CENTER  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0300 558-0220**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/04/2009				

BID OPENING DATE: **06/23/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Amanda Watkins Green</i>	TELEPHONE 888-276-1307	DATE 6-19-09
TITLE Co-owner	FEIN 31-4369701	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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 25305-0300 558-0220**

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06/04/2009				

BID OPENING DATE: **06/23/2009** BID OPENING TIME **01:30PM**

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<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</b></p> <p><b>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</b></p> <p><b>REV. 05/26/2009</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>EXHIBIT 6</b></p> <p><b>PRICE ADJUSTMENT PROVISION:          THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Samara Watkins Green</i>	TELEPHONE 888-276-1307	DATE 6-19-09
TITLE Co-owner	FEIN 31-4369701	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
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# Request for Quotation

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**DCH10001**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY  
 304-558-8801**

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The Watkins Printing Company  
 1401 E. 17th Ave.  
 Columbus, OH 43211

**DIVISION OF CULTURE & HISTORY**

**CULTURAL CENTER  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0300 558-0220**

DATE PRINTED <b>06/04/2009</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **06/23/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS:            IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Amara White Green</i>	TELEPHONE 888-276-1307	DATE 6-19-09
TITLE Co-owner	FEIN 31-4369701	ADDRESS CHANGES TO BE NOTED ABOVE

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





State of West Virginia  
 Department of Administration  
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# Request for Quotation

RFQ NUMBER  
**DCH10001**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY  
 304-558-8801**

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**DIVISION OF CULTURE & HISTORY**

**CULTURAL CENTER  
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 25305-0300 558-0220**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/04/2009				

BID OPENING DATE: **06/23/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				SHELLY MURRAY		
RFQ. NO.:				DCH10001		
BID OPENING DATE:				06/23/2009		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 614-291-1961 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Phil Hodgson -----						
***** THIS IS THE END OF RFQ DCH10001 ***** TOTAL:						See following pages.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Samantha Watkins Green* TELEPHONE: 888-276-1307 DATE: 6-19-09  
 TITLE: FEIN: 31-4369701 ADDRESS CHANGES TO BE NOTED ABOVE

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

**SCOPE:** The Division of Culture and History is requesting bids for the quarterly publication of GOLDENSEAL magazine. Each quarterly publication may consist of 20,000 magazines that include approximately 72 interior pages and have a trimmed size of 8-1/2" x 11".

**INTENT:** GOLDENSEAL magazine is a highly visible publication that is sold to the public by subscription and through newsstand sales and has received many years of broad acceptance. The successful vendor shall work with the Division of Culture and History's GOLDENSEAL staff to produce a very high quality publication.

**VENDOR QUALIFICATIONS:** Potential Vendors must be affiliated either with the Printing Industry Association of the South (PIAS) or Printing Industries of America/Graphic Arts Technical Foundation (PIA/GATF) (now known as Printing Industries of America), Vendor will demonstrate that they have been in the magazine printing business at least five (5) years and shall indicate a named list that they have published at least ten (10) similar publications of at least fifty (50) pages within the past five (5) years.

**COVER PAPER:** Cover Stock, 8 pt., coated both sides, subject to approval of editor. Outside front and back cover to be varnished, except for area on back cover where address is printed, if necessary.

**TEXT PAPER:** 72 book pages, 60# semi-gloss text, subject to advance approval of editor. Number of pages may vary.

**PAPER SUBSTITUTIONS:** Editor requires 30-days advance written notice of paper substitutions and such written notice must be accompanied by printed samples of proposed substitute paper stock, subject to editor's written approval.

**COVER INK:** Front and back inner and outer covers to be four-color process plus 1 PMS color, varnish as specified above, full bleed off all four (4) sides.

**TEXT INK:** 72 text pages to be black, plus 1 PMS color throughout; halftone and screen bleeds off one (1) to four (4) sides throughout. Four-color process on text pages optional, at price specified.

**QUANTITY:** Base bid to be supplied on 20,000 copies per quarterly issue. Overruns may be accepted, but are not billable.

**COMPOSITION:** Typesetting, layout, and design to be provided by the editor as PageMaker, Quark or In Design software files from a Macintosh computer system. These files will be provided on recordable compact disks (CD-Rs).

**HALFTONES & COLOR SEPARATIONS:** To average 100 b/w in each issue; color separations optional at price specified. All to be printed 150-line screen.

**COLOR QUALITY:** When used, critical color required and must be color corrected if necessary at printer's expense to match quality of original print, transparency, or slide. Random focus must be used on all color photos.

**PRINT QUALITY:** Excellence of production, printing, and assembly of the magazine and high overall quality is of extreme importance. In submitting bids, printers represent that they have inspected sample issues of GOLDENSEAL. Failure to meet these 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 the contract. (See also **CANCELLATIONS** below.)

**DESIGN AND ART:** The editor will provide design and layout as indicated under "Composition" above. All original copy, art, photos, computer disks or cartridges, negatives, etc. are the property of GOLDENSEAL and must be returned promptly, at printer's expense.

Cover design is created and provided by magazine, including typography, masthead, and back cover map. Printer adjusts for color and overall printing quality.

**PROOFS:** The printer must provide a final "blueline" or equivalent high-resolution proof, and other proofs as necessary at no additional charge, including shipping. A chromalin of the cover at full size and proofs for any additional four-color work must also be submitted for approval.

**EDITORIAL ALTERATIONS:** During the final proof stage of magazine production, editor reserves the right to make minor changes and adjustments on up to twenty (20) pages of text at no additional charge. These may include changes in the use of spot color, single character or single word text changes, photo trapping adjustments, minor corrections to the positioning of graphic elements, etc.

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 photo substitutions, extensive text revisions, page redesigns, etc.

**BINDING:** Perfect bound.

**COUPON INSERT:** 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. Coupon design to be provided for each of four (4) issues covered by the one (1) year contract.

**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. The editor will supply the mailing list via e-mail or computer disk. The GOLDENSEAL mailing list is the confidential and exclusive property of GOLDENSEAL magazine, and is to be used only as authorized by the editor. The

printer must provide advanced Zip-plus-4 sortation, according to U.S. 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 of this contract.

**SPECIAL PACKING:** All unmailed copies must be packed in boxes weighing a maximum of 25 pounds each. These boxed magazines and the receipt for mailed copies must be delivered to editor on the mailing day. Postage will be paid directly by the magazine. An itemized bill with charges outlined is required following delivery of the magazines. Additional charges, including reimbursement for shipping or delivery of drop shipments, should be invoiced separately and itemized.

**DELIVERY TIME:** Total production time for each issue not to exceed three (3) calendar weeks, not withstanding weekends and holidays, from delivery of design and art through date of mailing. 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.

Timeliness is of the essence in this contract. According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$200 per calendar day for failure to provide the specified deadline for delivery of GOLDENSEAL on the mailing day. This clause shall in no way be considered exclusive and shall not limit the State or Division of Culture and History's right to pursue any other additional remedy to which the State or Division may have legal cause for action including further damages against the Vendor.

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

**CANCELLATIONS:** 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, or for unauthorized use of the GOLDENSEAL mailing list.

**TIMELINE AND RENEWAL:** Services is expected to begin July 1, 2009, and extend until June 30, 2010. This contract may be renewed upon mutual written consent, submitted to the Purchasing Director/Editor of GOLDENSEAL at least 75 days prior to expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) consecutive one (1) year periods. Renewal may include a price adjustment, reflecting actual documented changes in the cost of raw materials, subject to mutual agreement and further subject to the approval of the Purchasing Director/Editor of GOLDENSEAL.

Bidder shall provide the pricing for the publication of GOLDENSEAL magazine in accordance with the specifications and the terms and conditions state herein. Failure to provide pricing for all of the items below will result in bid disqualification.

**BASE PRICE:**

20,000 copies of GOLDENSEAL, as specified..... \$20,000  
 20,000 coupon inserts as specified above..... \$1,050.00

**Additions or subtractions to base price of GOLDENSEAL:**

---additional copies, per 1,000..... \$573/M  
 ---decrease copies, per 1,000..... \$600/M  
 ---additional coupon inserts, per 1,000..... \$20/M  
 ---decrease coupon inserts, per 1,000..... \$25/M  
 ---decrease pages by one (1) eight-page signature in text (total 64 pages).... Less \$2,200.00  
 ---additional for substitution of one (1) eight-page color signature in text..... \$438.00  
 ---additional for substitution of one (1) four-page color signature in text..... \$1,589.00  
 ---additional for color separations for color photos in text, each..... \$35  
 ---additional for photo duotones in text, each..... \$30  
 ---hourly fee that vendor will charge for major changes or minor changes due to editorial alterations on any pages over 20..... \$120 hr.

**EACH ISSUE WILL BE PAID AT THE BASE PRICE, ADJUSTED ACCORDING TO THE ITEMIZED ADDITIONS OR SUBTRACTIONS SCHEDULE ON THIS PAGE.**

**BIDDER MUST COMPLETE THIS PAGE. FAILURE TO PROVIDE PRICING FOR ALL OF THE ITEMS BELOW WILL RESULT IN BID DISQUALIFICATION.**

**HYPOTHETICAL ISSUE:** The preceding sections call for 20,000 copies of a magazine of 72 pages, plus cover, with 100 halftones. Actual issues printed under this contract will vary in their make-up and in the quantity ordered. Using the base price and the itemized additions and subtractions to the base which you have entered in the preceding section, please price the following hypothetical issue of GOLDENSEAL. This example is similar to actual recent issues or anticipated future issues:

BASE PRICE for 20,000 copies,  
72 pages, with perfect binding, as on previous page..... \$20,000

Hypothetical number of pages: 64

Subtract cost of one (1) eight-page signature..... \$2,200

Hypothetical number of copies ordered: 18,500

Subtract cost of 1,500 copies..... \$900

Coupon insert in all copies. Cost of 20,000 coupons..... \$1,050

Subtract cost of 1,500 coupons..... \$37

Photo Duotones. Add cost for three (3) photo duotones..... \$90

**Editorial Alterations**

Twenty-five (25) pages of minor changes  
(additional charge for 5 pages above maximum 20), based on hourly rate.... \$60

Add one page (1) of major change (example: reposition one (1) photograph,  
substitute one (1) paragraph of text), based on hourly rate..... - 0 -

**TOTAL PRICE FOR HYPOTHETICAL ISSUE** \$18,063

**Note to vendors: Bid will be awarded on the basis of hypothetical issue.**

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Watkins Printing Company

Signed: Tamara Watkins Green

Date: 6/19/09

Title: Co-owner

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

Not Applicable

RFQ No. DCH10001STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: The Watkins Printing Company

Authorized Signature: Amara Watkins Green Date: 6-19-09