



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
 COM03

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

PRINTING
 (803) 343-6700
 RL BRYAN PRINTING
 301 GREYSTONE BLVD
 COLUMBIA SC 29210

SHIP TO

DIVISION OF TOURISM
 90 MACCORKLE AVE SW
 CHARLESTON, WV
 25303 304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/11/2010				

BID OPENING DATE: 04/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS	966-50			
PRINTING: BOOKS, CATALOGS, MAGAZINES, PAMPHLETS, ETC THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCS, IS SOLICITING BIDS FOR THE PRINTING AND DISTRIBUTION OF THE GENUINE WEST VIRGINIA MAGAZINE PER THE ATTACHED SPECIFICATIONS. ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 03/22/10. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTE THE DEADLINE. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE						

RECEIVED
 2010 APR 15 AM 11:58

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Michelle Mark</i>	TELEPHONE 803-443-6888	DATE 4/12/10	
TITLE Account Executive	FEN 57-0130510	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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SPENDING UNIT

DIVISION OF TOURISM

SHIP TO

90 MACCORKLE AVE SW
 CHARLESTON, WV
 25303 304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/11/2010				

BID OPENING DATE: **04/08/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACT</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michelle Marko</i>	TELEPHONE 803-343-6838	DATE 4/12/10
TITLE <i>Account Executive</i>	FEIN 57-0130510	ADDRESS CHANGES TO BE NOTED ABOVE

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



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VENDOR

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SHIP TO

DIVISION OF TOURISM
 90 MACCORKLE AVE SW
 CHARLESTON, WV
 25303 304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/11/2010				

BID OPENING DATE: 04/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>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.</p> <p>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.</p> <p>REV. 05/26/2009</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>Michelle Mandy</i>	TELEPHONE 803-343-6838	DATE 4/12/10
TITLE <i>Account Executive</i>	FEIN 57-0130510	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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SHIP TO

DIVISION OF TOURISM

90 MACCORKLE AVE SW
 CHARLESTON, WV
 25303 304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/11/2010				

BID OPENING DATE: 04/08/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				44		
RFQ. NO.:				COM03		
BID OPENING DATE:				04/08/10		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
803-343-6838						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Michelle Marsh						
***** THIS IS THE END OF RFQ COM03 ***** TOTAL:						\$26,460.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michelle Marsh</i>	TELEPHONE 803-343-6838	DATE 4/12/10
TITLE Account Executive	FEIN 57-0130510	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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304-558-2316

VENDOR

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SHIP TO

DIVISION OF TOURISM
 90 MACCORKLE AVE SW
 CHARLESTON, WV
 25303 304-558-2200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/31/2010				

BID OPENING DATE: **04/15/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO:						
1) CHANGE THE BID OPENING DATE AND TIME: FROM: 04/08/2010 AT 1:30 PM TO: 04/15/2010 AT 1:30 PM						
2) PROVIDE THE ATTACHED TECHNICAL QUESTIONS & ANSWERS.						
3) MAKE AN EXAMPLE ISSUE OF THE MAGAZINE AVAILIABLE TO THE VENDOR COMMUNITY. TO OBTAIN AN EXAMPLE PLEASE CONTACT: WEST VIRGINIA PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 TELEPHONE: 304-558-2306						
***** END OF ADDENDUM NO. 1 *****						
0001	1	LS		966-50		
PRINTING: BOOKS, CATALOGS, MAGAZINES, PAMPHLETS, ETC						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Michelle M...* TELEPHONE: **803-343-6839** DATE: **4/12/10**
 TITLE: *Account Executive* FEIN: **57-013510** ADDRESS CHANGES TO BE NOTED ABOVE

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

WV Department of Commerce, Marketing and Communications

Genuine West Virginia Magazine

Blanket Contract

TITLE: West Virginia Department of Commerce Magazine and Mailing Contract.

SPENDING UNITS: This contract is applicable to the West Virginia Department of Commerce, its agencies, West Virginia Development Office, West Virginia Division of Energy, West Virginia Division of Forestry, West Virginia Division of Labor, West Virginia Division of Natural Resources, West Virginia Division of Tourism, West Virginia Geological and Economic Survey, West Virginia Office of Miners' Health, Safety and Training, WORKFORCE West Virginia; and clients of the West Virginia Department of Commerce

WEST VIRGINIA DEPARTMENT OF COMMERCE TO FURNISH:

- Print order
- Full-color composite visual of the provided file to show layout.
- Electronic Media containing files

SUCCESSFUL VENDOR SHALL PROVIDE: All labor, materials, equipment and supplies for printing and mailing of special magazine issues for the State of West Virginia, Department of Commerce as per the following specifications. Vendor shall not subcontract the actual printing and binding of the magazine or broker the actual printing and binding. Quality of printing shall be premier.

THIS CONTRACT IS DIVIDED INTO 3 MAIN COSTS:

- A. **Printing and Binding and delivery** – Included in each purchase order to be completed by vendor. Vendor shall not subcontract the actual printing and binding of the magazine or broker the actual printing and binding. Delivery to a storage destination.
- B. **Post Card Insert** – as requested per purchase order. Printing and binding into publications.
- C. **Mailing of periodicals** – as requested per purchase order. Vendor or vendor's subcontractor to provide mailing services and delivery of final publications.

MATERIAL STORAGE AND RETURN: Upon completion of order, all electronic media, artwork and other material is to be returned to West Virginia Department of Commerce or ordering agency, via company representative or registered mail before payment will be processed. With prior, written approval, material may be stored by the vendor provided that such vendor assumes total liability for integrity of the materials and guarantees complete compensation in

light of damage or loss of such material. All material is the property of State of West Virginia and must be returned to the ordering agency within 14 days of a verbal or written request or upon termination of contract. All expenses incidental to returning materials, submitting proofs, and furnishing samples must be borne by the vendor

SPECIAL INSTRUCTIONS:

Failure to meet printing quality (improper registration, incorrect paper, smudged or smeared printing, off color match, misplaced images or text), materials, or specifications, etc., is justification for cancellation or refusal of the order.

Failure to meet delivery deadline will result in a \$100.00 total liquidated damage per day. All vendors bidding on this job assume this responsibility.

Failure to meet delivery deadline on more than one occasion, without justification of circumstances beyond the vendor's control, i.e., paper shortage, labor strikes, etc., is justification for cancellation or refusal of order or contract.

No spoils will be accepted as part of delivery volume.

UNDER NO CIRCUMSTANCES WILL OVERRUNS BE PAID FOR.

UNDER NO CIRCUMSTANCES CAN THE APPROVED VENDOR USE THIS PUBLICATION FOR GAIN. ALL PUBLICATIONS ARE PROPERTY OF THE STATE OF WEST VIRGINIA.

Successful vendor is to contact the WV Department of Commerce ordering agency contact immediately upon receipt of blanket release order to discuss technicalities of job and to verify receipt of order.

LIFE OF CONTRACT: This contract is effective on the issue date 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.

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.

RENEWAL: This contract may be renewed upon the mutual written consent of the spending unit and the 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.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

The vendor may terminate this contract, for any reason, upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing ninety (90) days written notice

The above specifications apply to all sections of this contract.

A. Printing and Binding:

Description

FREQUENCY OF PUBLICATION: Minimum issues per year are two (2) and as many as four (4) issues per year.

QUANTITY: 2 issues will be approx. 40,000 and may be up to 60,000 per issue, quantity may vary per issue. Base bid will be for 40,000 issues.

NUMBER OF PAGES: 40 pages + 4 cover pages for a total of 44 pages total each issue with options as listed in specs.

SIZE: 17 inches x 11 inches flat, folded to 8 5 inches x 11 inches finished size

PAPER: Interior Pages - 70 lb. FSC certified gloss white text, 92 or above brightness or equal
Cover - 80 lb. FSC certified gloss white cover, 92 or above brightness or equal

Any proposed paper substitution must be stated in the bid. Failure of bidder to provide alternate paper samples within two weeks (14 calendar days) of request from the State Purchasing Division will be cause for rejection of the bid. Alternate paper samples may be submitted with the bid(s)

INK: Full-color process on all pages, fifth and sixth color may be required at the agency's discretion. Flood Aqueous coating is to be applied to outside front and back covers. UV may be substituted for aqueous coating.

BLEEDS: Bleeds all sides on covers and interior pages.

PRINTING PROCESS: Sheet-fed offset lithography or equal. Quality of the publication is critical.

BINDING: Saddle-stitch on vertical fold (11") with two long crown 5/8 inch stitches

ARTWORK: The West Virginia Department of Commerce, Marketing and Communications section will furnish successful vendor with PC format Adobe InDesign CS3, CS4 or most current

version file(s) on cd rom and/or through FTP upload. All necessary fonts and artwork will also be included. A sample will be provided to vendor to show layout. If PDF of artwork is an option or preferred, the specific PDF job options used by the vendor for print production must be supplied to the West Virginia Department of Commerce, Marketing and Communications Section.

Upon completion, all discs, computerized files, film, artwork and material are to be returned to the West Virginia Department of Commerce, Marketing and Communications section via company representative or registered mail before invoice will be processed. All material is the property of the West Virginia Department of Commerce, Marketing and Communications, State of West Virginia.

ELECTRONIC PREPRESS: Prior to image processing, the vendor shall perform a basic (preflight) of the furnished media and publishing files to assure correct output of the required production image. Any errors, media damage or data corruption that might interfere with proper file image processing must be reported to the ordering agency immediately. The vendor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized to insure press readiness.

PROOFS – VENDOR MUST PROVIDE:

- One set of digital color proofs (contract-grade press proof or press-match print) with critical color and registration – must be press-match quality.
- One composite printout (folded as required) and trimmed to size.

The vendor must not print order prior to receipt of an "OK to Print" by the West Virginia Department of Commerce, agency or appointed designee. The final product must match approved proof.

A waiver of proof may be allowed by the ordering agency on reprints of the order upon the guarantee of the vendor to provide an exact reprint with same quality and style of previous approved order.

COLOR REQUIREMENTS: Critical color and tight registration are required. Final product must match vendor proof as approved by the West Virginia Dept. of Commerce, Marketing and Communications.

PRODUCTION TIME REQUIREMENTS: After receiving complete layout of magazine on cdrom and/or through FTP upload from the WV Dept. of Commerce Marketing and Communications, the vendor will provide first color cromalin or press match proof and a composite color print of the magazine to size to the WV Dept. of Commerce within four (4) working days.

The WV Dept. of Commerce will return the proof with changes within four (4) working days.

Vendor will make corrections as marked on the proofs and deliver a second color cromalin or press match proof and composite color print of the magazine to WV Dept. of Commerce within two (2) working days.

Printing, binding and mailing of the magazine must be completed within ten (10) working days of vendor's receipt of signed, approved proofs.

The vendor must have ability to correct minor typesetting changes if requested and ability to color correct photos upon request.

PACKING:

Books are to be bundled in groups of 25 and packed in cartons to weigh no more than 30 lbs. each. Pack 100 copies per carton if possible. Cartons must meet the stress strength of 200 psi. Identification labels must be affixed to the ends of each carton as to quantity, issue number and content per carton. Cartons must contain equal quantities.

Delivery of printed publications:

Immediately upon completion of the binding of the magazine, the vendor must ship, prepaid, via own truck, United Postal Service, or over-night delivery service, to the designated mail house for distribution or to the destination as per each purchase order. 50 copies and any surplus magazines must be delivered to the WV Dept. of Commerce, Marketing and Communications office unless otherwise specified on each purchase order.

Before delivery is made, vendor or delivery agent must contact WV Department of Commerce or specified designee at least 24 hours in advance to make arrangements for acceptance of order and verify delivery address. Number of boxes/skids must be known at time of call.

Deliveries will be accepted between 8:00 a.m. and 3:00 p.m. Monday thru Friday with no deliveries on Holidays or weekends, unless specified by the Department of Commerce.

Delivery to the WV Dept. of Commerce in South Charleston: Boxes may be packaged on skids not to exceed 72 boxes per skid or over 6 ft tall. Pallets must be shrink-wrapped and stacked evenly so that they can be double-stacked without the boxes breaking. Single boxes should weigh no more than 30 pounds. Delivery to other locations may require the breakdown of skids. Purchase order will specify special delivery requirements.

Special Instructions:

Successful vendor is to contact the designer or designee at the Department of Commerce, Marketing and Communications, immediately upon receipt of purchase order to discuss technicalities of this job.

Overruns will be accepted but not paid for.

No spoils will be accepted as part of the delivery volume.

B. Post Card Insert:

May be requested per purchase order. Printing and binding into publications.

The vendor is responsible for obtaining proper postal identifiers and providing to the WV Dept. of Commerce Marketing and Communications for design. Design of post card insert will be created by the WV Dept. of Commerce Marketing and Communications section and provided to the vendor for printing.

PRINTING AND BINDING: Vendor will print and bind one form, consisting of two (2) postcards and additional flap, into all copies of the magazine as requested per each purchase order.

SIZE: 12" x 10" printed two sides, two-color process.

PAPER STOCK: 90 lb. White index; two perforations. Paper stock must meet postal regulations for mailing. Vendor is responsible for providing appropriate stock.

C. Mailing (by vendor or vendor's subcontractor):

As requested per purchase order. Vendor or vendor's sub contractor will provide mailing services and delivery of final publications.

Mailing to subscriber or mailing list:

If specified in the purchase order, the vendor will be responsible for all services required for the mailing of the magazine to subscribers or provided mailing list and distribution to designated locations, including the payment of postage to the post office. The vendor may subcontract these responsibilities to a mailing company approved by the WV Dept. of Commerce.

Mailing lists will be provided to the vendor by the WV Dept. of Commerce. The list will be updated and maintained by the WV Dept. of Commerce and provided to the vendor or subcontractor via electronic media.

Regardless of the printer or printer's subcontractor processing the mailing, the vendor is responsible for the satisfactory completion of the entire mailing process, including the delivery of surplus magazines to the WV Dept. of Commerce within fifteen (15) days following the WV Dept. of Commerce's approval of the final proof.

ADDRESSING AND MAILING:

This charge will be based on the number of magazines mailed per purchase order. The vendor or vendor subcontractor will be CASS certified and computer pre-sort the mailing list file to postal regulations governing the preparation of periodicals mailings. Sorting is to include carrier route and automation schemes to provide maximum postage discounts to the ordering agency.

The ordering agency will provide the mailing list file to the vendor or vendor's subcontractor in ASCII format. The vendor or vendor's subcontractor will divide the list as required and process accordingly.

1. OUT OF COUNTRY DELIVERY: Magazines destined for out of country mailings are to be placed in envelopes with proper postal indicia supplied by the vendor and addressed using an inkjet or similar system (or poly bagged, addressed and mailed). The vendor will be notified if out of country delivery is required per each purchase order. Vendor is responsible for adhering to postal regulations for mailing.

2. DOMESTIC UNITED STATES DELIVERY: Magazines destined for domestic mailings will have the full delivery address printed directly on the back cover using an inkjet or similar system. Vendor is responsible for adhering to postal regulations for mailing.

To ensure timely delivery of magazines for mailings, the vendor or vendor's subcontractor must demonstrate adequate backup machinery for addressing on the magazines, envelopes or poly bags.

Vendor or vendor's subcontractor must deliver the magazines to the nearest sectional center post office in West Virginia for mailing. Vendors whose binding operations are outside of West Virginia must include the transportation costs to the post office in their base bid.

Postage:

Postage will be paid by the vendor and reimbursed by the WV Dept. of Commerce or order agency at actual cost. Vendor must submit copy of freight invoice and postage charges.

Delivery:

Immediately upon completion of the binding of the magazine each month, the vendor must ship, prepaid, via own truck, United Postal Service, or by over-night delivery service, 50 copies to the WV Dept. of Commerce. After completion of mailing to subscribers and delivery to designated locations, the vendor will ship the surplus magazines to the WV Dept. of Commerce or designated location.

Pricing:

Please provide costs for the following;

BASE BID. Includes

A - Printing and binding magazine; B - printing and binding post card inserts; C - Mailing to subscription list and other charges associated with final product (domestic mailing only)

A, B, & C: 40,000 copies of one issue 44 pages total (40 pages + 4 covers)
35,000 mailed, 10,000 delivered to Dept. of Commerce

\$ 26,719.00

Options:

A: Printing, Binding and delivery to mail house or specified location only (no postcard insert):

40,000 copies of one issue 44 pages total (40 pages + 4 covers) \$ 23,016.⁰⁰

A. & C.: Printing, Binding, printing and inserting postcard and delivery to mail house or specified location only \$ 24,986.⁰⁰

Additional costs:

FIFTH AN SIXTH COLORS:

Additional charges for fifth and sixth color on the cover and/or inside pages whenever specified by the WV Dept. of Commerce.

Quoted price per unit (must include any hourly rate, or whatever unit the charge would be determined)

Fifth color to cover:	\$ <u>+ 205.⁰⁰</u>
Fifth color to inside page:	\$ <u>+ 205.⁰⁰</u>
Fifth color to 4 page signature:	\$ <u>+ 235.⁰⁰</u>
Sixth color to cover:	\$ <u>+ 425.⁰⁰</u>
Sixth color to inside page:	\$ <u>+ 425.⁰⁰</u>
Sixth color to 4 page signature:	\$ <u>+ 470.⁰⁰</u>

OUT OF COUNTRY MAILINGS:

Cost of envelopes that meet the post office requirements (or polybagged, addressed and mailed)

Quote per thousand:

Envelopes \$ 77.⁰⁰/m

PRICE FOR ADDITIONAL COPIES OF MAGAZINE:

Additional copies per 1,000	\$ <u>550.⁰⁰/m</u>
Additional copies per 5,000	\$ <u>2,740.⁰⁰/m</u>
Additional copies per 10,000	\$ <u>5,300.⁰⁰/m</u>
Additional copies per 20,000	\$ <u>10,805.⁰⁰/m</u>
Decrease copies per 1,000	\$ <u>-550.⁰⁰/m</u>
Decrease copies per 5,000	\$ <u>-2,740.⁰⁰/m</u>

OPTIONS FOR REPRINTS OF PREVIOUSLY PRINTED ISSUES:

Reprint 1,000 copies	\$ <u>2,500.00</u>
Reprint 5,000 copies	\$ <u>8,500.00</u>
Reprint 10,000 copies	\$ <u>15,000.00</u>
Reprint 20,000 copies	\$ <u>20,000.00</u>
Reprint 30,000 copies	\$ <u>24,000.00</u>
Reprint 40,000 copies	\$ <u>26,400.00</u>
Reprint 60,000 copies	\$ <u>27,500.00</u>

ADDITIONAL 4 PAGE SIGNATURES:

Please quote cost for adding an eight-page signature. 40,000 copies

= + 2115.00
+ 3005.00

Additional copies, per 1,000 signatures:	\$ _____
Additional copies, per 5,000 signatures:	\$ _____
Additional copies, per 10,000 signatures:	\$ _____
Additional copies, per 20,000 signatures:	\$ _____
Decrease copies, per 1,000 signatures:	\$ _____
Decrease copies, per 5,000 signatures:	\$ _____
Decrease copies, per 10,000 signatures:	\$ _____
Decrease copies, per 20,000 signatures:	\$ _____

B. Postcard insert:

Printing and binding of postcard into publication per 1,000 \$ _____/m

Subcontractor: A maximum of one sub contractor will be permitted under the mailing portion of the contract. The name and address of subcontractor must be listed below, along with the specific jobs to be performed

Subcontractor (mailing only)

Any subcontracting arrangement is subject to approval of the agency and the Purchasing Division. Failure to list a sub contractor of gain approval for a sub contractor is grounds for rejection of the bid or cancellation of the contract. After the contract is awarded, a sub contractor may be replaced only by obtaining prior approval of the agency in writing.

Award Procedure:

The award of this contract will be based on adherence to specifications and ability to deliver a high-quality product at the most reasonable price available. The vendor must have experience in printing a periodic magazine and demonstrate ability to produce premier quality printing and binding.

Evaluation of Bid Prices: When evaluating bid prices, all of the prices in the hypothetical issue which follows will be considered:

Calculation of total bid price:

One total bid figure will be calculated for each vendor base upon the sum of the breakdown of charges for printing the hypothetical issue of the magazine as follows:

Hypothetical printing, binding and mailing:

Includes: A - printing and binding magazine; B - printing and binding post card inserts into magazine; C - Mailing to subscription list and other charges associated with final product - domestic mailing only; one issue 44 pages total (40 pages + 4 covers)

Printing and Binding 40,000 copies of magazine	\$ <u>22,776.⁰⁰</u>
35,000 copies, domestic addresses printed on back of magazine, full delivery	\$ <u>1,174.⁰⁰</u>
5,000 delivered to WV Dept. of Commerce	\$ <u>300.⁰⁰</u>
40,000 subscription cards printed and bound into magazine	\$ <u>2,710.⁰⁰</u>
Hypothetical issue total	\$ <u>24,460.⁰⁰</u>

The Department of Commerce reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

SAMPLES: Vendor must provide with bid a sample of a previous publication, minimum of 32 pages with cover, printed and bound on the equipment that will be used to perform this contract. Review of the samples will include 1) color register, 2) fold, bindery and trim, 3) specified paper or acceptable substitute, and 4) overall printing quality with focus on color photographs.

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F O B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Answers to Question for RFQ COM03 Genuine WV Magazine Contract.

Question: Is there a sample available for this product? (I can provide FedEx acct info for you to utilize) If not, we will need weight to approximate the shipping and/or postal fees. In addition to weight, if you have a sample mail list; that also would be beneficial for postal fees.

Answer: Yes-I provided copies of our last printed magazine "From Farm to Table"

The list will vary throughout the US. Number of mailings will be approx 35,000 No out of country will be sent at the present time except for a few to Canada.

Question: Do you have the previous contract price for reference?

Answer: We have not had this on contract before.

Question: 1) Page 10, What is the final size of the postcards?

Answer: Additional text below needs to be added to specifications for postcard size:

Size of each postcard sheet is approximately 12" wide x 10" tall (includes 2 postcards and tab).

Card needs to be perforated at fold in book 4" from left side vertically, and on right side 5" from top horizontally. This would make each postcard approx. 7 1/2" x 5". The leftover tab would be 4" by 10". (The size may need to be adjusted to meet postal regulations for mailable postcard)

Postcard sheet is bound into booklet. 4" width on left side of fold, postcard width on right side of fold.

Question: On page 7 they have saddle stitch with two long crown(not sure what you mean by "Long") 5/8 inch stitches, all of our collaters have 1/2 inch stitches will this be ok or do they have to be 5/8?

Answer: 1/2 inch is what shows after staple folds over. This is what we will accept.

Question: 3) Page 12, additional copies of magazine, is that based on 40 pages + cover all 4 color?

Answer: Yes

Question: 4) Page 11, is there any printing on the envelope besides address and indicia?

Answer: The logo will be part of the name above return address. No other graphics, just what is needed for postal regulations.

- UPS package shipped to Frank Wittaker at Division of Tourism.
- Frank Wittaker is past employee of Division of Tourism.
- Opened by Tourism staff to determine content and to whom it should be delivered.
- Document was not in sealed envelope within the UPS mailer.
- Determined to be related to project for Dept. of Commerce, Marketing & Communications and given to Mona Dugas, Administrative Assistant in Marketing & Communications.
- After review of document, it was determined that it should have been sent to Division of Purchasing.
- Contacted Carl Smith of Dept. of Commerce Purchasing Division, who then arranged for courier to pick up and deliver to Purchasing Division to meet 1:30pm deadline for bid opening.

Mona Dugas, Administrative Assistant

Dept. of Commerce, Marketing & Communications

304-957-9336

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: The R. L. Bryan Company Signed: Michelle Mank
 Date: 4/13/10 Title: Account Executive

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

RFQ No COM03

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 owned is an amount greater than one thousand dollars in the aggregate

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities "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 exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: The R.L. Bryan Company

Authorized Signature: [Signature] Date: 4/5/10

State of South Carolina

County of Rickland, to-wit:

Taken, subscribed, and sworn to before me this 5th day of April, 2010

My Commission expires 11-19, 2011

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]