

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

25312

304-341-0676

### Request for Quotation

RFQ NUMBER SEN82

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 41

304-558-0492

\*709034836 01 CHAPMAN PRINTING COMPANY VENDOR 3000 N WASHINGTON ST CHARLESTON WV

SENATE 1900 KANAWHA BOULEVARD EAST P BUILDING 1, ROOM 217 T

DATE PRIN	TED	TE	RMS OF SA	LE	SHIP VI	Δ	F.(	D.B,		REIGHT TERMS
06/10/ BID OPENING DATE										
	100000000000000000000000000000000000000	06/30/		CAT			PENING		01;30P	
LINE	QUAN	314 <b>Y</b>	UOP	NO.	ITEM NUMI	3ER	UNΠ	PRICE		AMOUNT
	The state of the s	OPEN	- END	BLANK	ET CONTRAC		ECEIVI			
0001	966-50	1	EA	177.6	966-50	WV F	IN 30 AM I PUPCHASI DIVISION		\$ 164,	765,00
				0:	PEW END		•			
		RGINI	A STA		PRINTING A			THE		
	NOTICE FURNISH PLANT F PROVIDE	REQUII WITH OR DO THIS	RES TI THE I ING TI STATI	HAT E. BID A HE WOI EMENT	ER THE SECTACH BIDDER STATEMENT RK UNDER SI OF CAPACIT	WILL B: OF THE AID BID 'Y (LIS'	E REQUIA CAPACIA FAILU T OF EQU	RED TO TY OF HI JRE TO JIPMENT)	+	
	ACCOMPA FAILURE	NIED I TO PI	BY A I	BID BO	SPECIFICATOND IN THE ID BOND WITERESULT IN I	AMOUNT THE I	OF \$15, BID IN T	000.00. THE		
SIGNATURE	11-0		, ,	SEE REV	/ERSE SIDE FOR TER			DAT DAT	Ē, /_	7.
ITLE 1	war	<u>ALM</u>	<u> </u>		1	304-39	41 - 067		6/30	110
" XI all		["	" 555	-07	1455		ADDF	RESS CHANG	ES TO BE K	OTED ABOVE

# 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).



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

# Request for

SEN82

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 41 104-558-0492

\*709034836 01 304-341-0676 CHAPMAN PRINTING COMPANY 3000 N WASHINGTON ST

CHARLESTON WV 25312 SENATE

Ţ

1900 KANAWHA BOULEVARD EAST BUILDING 1, ROOM 217

DATE PRINTED		TER	MS OF SAL	E	SHIP V	ľΑ	FÖ	В	FREIGHT TERMS
06/10/20	10			·					
BID OPENING DATE:	C	6/30/	2010	SESSESSESSESSESSESSESSESSESSESSESSESSES	83333333333333	BID	PPENING I	IME 01	;30PM
LINE	QUAN	TITY	UOP	CAT. NO.	ITEM NUN	/BER	UNIT	PRICE	AMOUNT
		000000000000000000000000000000000000000	000000000000000000000000000000000000000						
EX	HIBIT	. 3							
AW YE NE OR NO TI RE	ARD AR OR CESSA IGINA T EXC ME" I ASON	UNTII LRY TO L CONTEED TWICE THE VE	L SUCIOBTAINTELVE	. ANI I "REZ IN A I THI (12) IAY TI	IS CONTRACT EXTENDS ASONABLE TO THE CONTRACT OF THE CONTRACT O	FOR A I FIME" TI ACT OR I ABLE TIN DURING THIS CON	PERIOD OF HEREAFTER RENEW THE ME" PERIC THIS "RE NTRACT FC	ONE (1) AS IS CONTRACT CONTRAC	
IN PR	THIS	CONT	RACT	осим	IONS ARE S ENT, THE T FIRM FOR	rerms, (	CONDITION	S AND	
WR SU DA BE OR	ITTEN BMITT YS PR IN A IGINA	CONS ED TO IOR TO CCORD	ENT OF THE I THE NCE W	THE IREC EXPI ITH	MAY BE RE SPENDING FOR OF PUR RATION DAT THE TERMS SHALL BE I	UNIT AN RCHASING FE. SUG AND COM	ID VENDOR THIRTY CH RENEWA IDITIONS	(30) L SHALL OF THE	The state of the s
RI NO SU	GHT T TICE PPLIE	O CANC TO THE D ARE	CEL THE VENIOF AN	IS CO OR I	CTOR OF PUDITRACT IN THE COMMERIOR QUAIDE THE BILL	MEDIATI MODITIES LITY OR	ELY UPON S AND/OR DO NOT C	WRITTEN SERVICES ONFORM	
AU' MA ES'	ΓΗΟRΙ RKET, ΓΙΜΑΤ	ZE A S WITHC E, ITE	PEND OUT TH	NG UN E FII ECIFI IN E	E DIRECTOR NIT TO PUR LING OF A ED ON THI EMERGENCIE ERSE SIDE FOR TE	CHASE C REQUISI S CONTR S DUE T	ON THE OP TION OR ACT FOR O UNFORE	EN COST	
SIGNATURE				SEE AEV		TELEPHONE	IBH IONS	DATE	
		T_							
TITLE		FEI	N .				ADDR	ESS CHANGES	TO BE NOTED ABOVE



VENDOR

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

# Request for

SEN82

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 41

104-558-0492

304-341-0676 \*709034836 01 CHAPMAN PRINTING COMPANY 3000 N WASHINGTON ST

CHARLESTON WV 25312

SENATE 1900 KANAWHA BOULEVARD EAST BUILDING 1, ROOM 217 Ō

DATE PRI	VTED	TEP	IMS OF SAI	E	SHIP	ΛA	F.O.B;	FREIGHT	TERMS
06/10/	2010								* V - 18 00-
06/10/ BID OPENING DATE		06/30/	2010			BID C	PENING TIME	01:30PM	
LINE	40 400-400-400-400-400	NTITY	UOP	CAT.	ITEM NUI		UNIT PRICE	AMO	UNT
				NO.					
	CAUSES	(INCL	JDING	BUT I	NOT LIMIT	ED TO DE	LAYS IN TRANS	:-	
	}	-	3	L		1	IN THE VOLUME		
	OF WORK								
	,								
	<b>DUANTI</b>	TIES:	TUAUC	TTIES	LISTED I	N THE RE	QUISITION ARE	:	
	L.	1	-			1	SUPPLIED BY		
							OOD AND AGREE	D	
							TITIES ACTUALL		
	1					(	THE CONTRACT	I	
	1				HAN THE QU				
									i
	BANKRUI	PTCY:	IN TI	HE EV	ENT THE VI	ENDOR/Cþ	NTRACTOR FILE	S	
	FOR BAN	IKRUPT	Y PR	DTECT	ION, THE S	STATE MA	Y DEEM THE		
	CONTRAC	T NUL	AND	VOID	, AND TERI	INATE \$	UCH CONTRACT		
	WITHOU?	FURT	IER O	RDER.	•				
	1						HIS CONTRACT		
							TERMS AND		
	1						CHED PRINTED		
							RMS, SALES		
							NCLUDING ANY		
	ELECTRO	NIC M	DIUM	SUCH	AS CD-RON	1.			1
									-
	REV. 05	/26/20	009	Ī			·		
	INCLUES T	. m.c	1						
	INQUIRI		TOM	CITAT	אר אממדי	יייניין רוידוווי	TT CLOCE OF		-
	I					<b>I</b>	IL CLOSE OF	İ	
							E SENT VIA TO ASSURE NO		
							SUBSTANTIVE		
	VIIEGULC A PMOOK	NIC WIT	TO ST	·VVICIME A ONLY	TE ADVATED TO THE TERM THE TER	שו , בטה. ת פד ע	OSSIBLE, E-MA	TT	ĺ
					ADDRESS			**	
	A011011C	TID TIL	י בייאיי	1717171	. BUUNEDA	, THOOTE	TED IV.		
	 ROBERTA	WAGNE	:R						-
	DEPARTM			NISTE	RATION				
					ERSE SIDE FOR TO	RMS AND CON	DITIONS	1	
SIGNATURE						TELEPHONE		DATE	
TITLE		FE	N				40000000000	NOTO TO DE MOTES	
							ADDRESS CHA	NGES TO BE NOTED A	ABOVE



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

## Request for Quotation

SEN82

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 41

304-558-0492

\*709034836 01 304-341-0676 CHAPMAN PRINTING COMPANY 3000 N WASHINGTON ST

CHARLESTON WV 25312

SENATE 1900 KANAWHA BOULEVARD EAST BUILDING 1, ROOM 217

06/10/	0.607650000000000000		INIS OF SAL		SPIP	40		<b>C.V.</b> B.		FREIGHTTERNS
BID OPENING DATE		06/30/2010			,	BID (	PENTNG	:30PM		
LINE	QUAI	NTITY	UOP	CAT, NO	ITEM NUI	VIBER	U	NITPRICE		AMOUNT
	PURCHAS 2019 WA CHARLES	ASHING	ron s'	TREET	, EAST					
	FAX: 30 E-MAIL			. WAGNI	ER@WV.GOV					
						٠				
	CURRENT IS ISSUMUST AC CARD FO	TLY UT: JED THE CCEPT OR PAYI	CLIZES ROUGH THE ST MENT (	S A V: A BAI CATE ( OF ALI	OF WEST VI L ORDERS I OF AWARD.	ASING CA SUCCESSI IRGINIA	ARD PRO TUL VEN VISA P	GRAM WH DOR URCHASI	ICH	
	A SIGNE	ED BID	MUST	BE S	JBMITTED 1	ro:				1 1 1 1
	PU BU 20	JRCHASI JILDING )19 WAS	NG DI 3 15 SHING	VISIC	INISTRATION PREET, EAS				, minoralis	
	1			E BII	THIS INFO	BE CONS	SIDERED		OF	
SIGNATURE				SEE REV	ERSE SIDE FOR T	RMS AND CON	IDITIONS	1	DATE	
						ILLEFRUNE		.	JAIC	
TITLE		FE	IN			,	AE	DRESS CHA	NGES 1	TO BE NOTED ABOVE



\*709034836 01

CHARLESTON WV

CHAPMAN PRINTING COMPANY 3000 N WASHINGTON ST

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

25312

304-341-0676

# Request for

SEN82

PAGE 5

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 41

104-558-0492

Ť

SENATE 1900 KANAWHA BOULEVARD EAST BUILDING 1, ROOM 217

DATE PRINTED	ΤE	RMS OF SAL	E	SHIP	VIA	FOB		FREIGHT TERMS
06/10/2010 BID OPENING DATE:	)							
	ub/3U/	00.000.00000000000000000000000000000000	CAT.			OPENING TIME	. 01	:30PM
LINE	QUANTITY	UOP	NO.	ITEM NU	MBER	UNITPRICE		AMOUNT
SEAI	LED BID							
BUYI	£R:			RW/FI	LE 41	<b></b>		
RFQ.	NO.:			SEN82		 		
BID	OPENING	TIME:		-1:30 PM-				
		φυ REG	ARDII	JMBER IN NG YOUR B	ID:	IS NECESSARY		
CONT	'ACT PERS	ON (PL	EASE I <u>E</u>	PRINT CL WAJAA	early): ? <i>o</i> √	• • • • • • • • • • • • • • • • • • • •		
***	** THIS	IS TH	E ENI	O OF RFQ	SEN	182 ***** TO'	TAL ⊱	\$ 164,765.00
•	·		- The Brown and the Control		T T THE PARTY OF T			
			SEEREV	/ERSE SIDE FOR T	ERMS AND CON	IDITIONS		
BIGNATURE				one en monten de la	TELEPHONE		DATE	
TITLE	F	EIN			<u> </u>	ADDRESS CH	ANGES	TO BE NOTED ABOVE

# BID PROPOSAL FOR LEGISLATIVE PRINTING AND BINDING FOR THE SENATE OF THE STATE OF WEST VIRGINIA JULY 1, 2010, THROUGH JUNE 30, 2011

(Prepared by the Clerk of the Senate of West Virginia)

Each bid proposal for legislative printing and binding must be accompanied by a bidder's bond, executed according to law, in the penal sum of fifteen thousand dollars (\$15,000.00) and must be delivered to the Director of Purchasing, Department of Administration, at the time of submission of the bid; the said bidder's bond is to be conditioned upon the execution of proper bond in the full sum of the contract, in the event this bid proposal is accepted and the contract is awarded to the Printer upon the basis of this submitted bid proposal.

## BID PROPOSAL FOR LEGISLATIVE PRINTING AND BINDING FOR THE SENATE OF THE STATE OF WEST VIRGINIA JULY 1, 2010, THROUGH JUNE 30, 2011

#### OPTION

In the event this bid proposal is accepted and a contract is awarded pursuant hereto, the awarded contract may be renewed and extended for an additional period, beginning July 1, 2011, and ending June 30, 2012, upon request of the Clerk of the Senate of West Virginia and the mutual consent of the Printer and the Director of Purchasing, Department of Administration, of said state.

#### SPECIAL NOTICE

- 1. The estimates of required quantities herein given have been prepared from the best data obtainable, but such estimates are not guaranteed; the Printer may be required to furnish more or less or none of the items specified.
- 2. Bidders are cautioned against bidding low on certain items and high on others, with the expectation of making up on high items what may be lost on low items. Bids unreasonably high on one item and unreasonably low on another will be regarded as "trick" bids and will not be considered. Any change, interlineation or alteration in this bid will render same null and void.

- 3. Each bidder under these specifications will be required to furnish with the bid a statement of the capacity of his plant for doing the work required under said bid, and no bid will be considered if not accompanied with said information. The bidder must be equipped to do the work and have all machinery and supplies necessary.
- 4. Three things are hereby impressed upon bidders:
  - a. The printing and binding must be well done.
  - b. The printing and binding must be promptly done and promptly delivered.
  - c. The bidder must have the capacity to meet the demands of the Senate of the State of West Virginia for printing and binding.
- 5. As to the quality of printing and binding, attention is called to the "Rules on Printing" and "Rules on Folding and Binding" of the hereinafter set forth specifications and rules. Bidders are cautioned that the Printer will be required to observe strictly the requirements of these specifications and rules. If any job falls below the requirements of first-class work, the Clerk of the Senate need not accept the same and the Printer will be required to do the job again at his own expense.
- 6. As to the promptness in doing printing and binding, attention is called to the provisions set forth in "General Provisions". Delays in picking up and returning copy and proofs and delays in printing and binding and delivery of same will not be tolerated. If the Printer should engage in printing for other persons, it is understood and agreed that the work to be performed for the Senate shall always be given precedence.

#### **ELECTRONICALLY TRANSFERRED TEXT**

1. Text electronically transferred to the Printer from the offices of the Senate of West Virginia:

Estimated Quantity Required: 8,000 pages
Rate Bid, per Page: 3.00
Aggregate: 24,000.00

[NOTE: It is the intent of the Senate of West Virginia that text created from the Legislative Computer System of West Virginia for daily journals, bills and resolutions, and any other matter the Senate orders printed, will be electronically transferred to the Printer from the offices of the Senate.

The rate bid under this paragraph shall be for text electronically transferred by the Senate (excepting digital text as described in paragraph 2 below): Provided, That when more than twenty-five percent of the lines of print on any telecommunicated page contain tabular matter, the charge for such page may be made at the rate herein established for composition of such matter.

For the purposes of electronically transferring text, the Senate agrees to provide the system/equipment required to output text from the Legislative Computer System.

The Printer agrees to provide the system/equipment required to receive and to convert and format the aforementioned text transmitted by the Senate to the Printer's typesetting equipment.

The rate bid under this paragraph shall be for all work, including makeup, but excepting press work and bindery work.]

#### DOCUMENTS RETURNED IN ELECTRONIC FORMAT

1a. Documents returned by the Printer in electronic format, PDF or otherwise, for use by the Senate as well as for use in the House of Delegates Chamber Automation System:

Estimated Quantity Required: 350 documents
Rate Bid, per Document 1.00
Aggregate: 350.00

[NOTE: It is specifically understood by the Printer that bills and other documents requested by the Clerk of the Senate shall be returned in electronic format on the same day they are printed, or at least two hours prior to the floor session at which such bills are to be considered, and in such electronic format to permit immediate use in the House of Delegates Chamber Automation System.

#### **DIGITAL TEXT**

2. Digital text:

Estimated Quantity Required:

4,500 pages

Rate Bid, per Page:

2.00

Aggregate:

9,000.00

[NOTE: It is the intent of the Senate of West Virginia that digital text will be used for the Topical Index of Bills and the Bill History to be printed from time to time during legislative sessions and in the Official Journal of the Senate. The rate bid under this paragraph shall be for all work, including makeup, but excepting press work and bindery work.]

#### TIME WORK

3. For making changes to forms, proofs, etc., and for all time work for which no provision is otherwise made in these specifications, for time actually consumed thereon:

Estimated Quantity Required:

100 hours

Rate Bid, per Hour:

8.00

Aggregate:

800.00

4. For correcting Senate bills for engrossment, enrollment or when ordered reprinted for any purpose:

Estimated Quantity Required:

1,000 pages

Rate Bid, per Page:

4.00

Aggregate:

400.00

[NOTE: It is specifically understood that only one charge shall be made for composition of the certification pages used in enrolled bills. There will not be a separate composition charge for the certification page for each separate bill.

All invoices for correcting Senate bills for reprints, engrossment, enrollment, or otherwise, shall be based upon the lowest applicable rates contained in this contract and payment will be made by the Clerk of the Senate at said rates. If the basis of the cost of new composition is lower than the correction charge per page, the payment will be made on the basis of new composition in lieu of the charge for correction. It is understood that the Clerk will take advantage of the lower rate.

Correcting bills under this paragraph means all work, including, without limitation, makeup.]

4a. For composition, for printing and for folding and stitching with wire covers for enrolled bills and joint resolutions:

Estimated Quantity Required: 125
Rate Bid, per enrolled bill or joint resolution
Aggregate: BASED ON 8 PG. + COVER 775.00

[NOTE: It is specifically understood that only one charge shall be made for composition, for printing and for folding and stitching with wire six (6) covers for each enrolled bill and joint resolution and that such covers will be printed and folded as directed by the Clerk of the Senate and charged and invoiced for accordingly.

The rate bid under this paragraph shall be for all work, including makeup, press work and bindery work.]

5. For correcting Senate journals for bound volumes from which will be printed the Official Journal, or otherwise, without any additional charge, except press work and bindery work:

Estimated Quantity Required:	4,000 pages
Rate Bid, per Page:	2.50
Aggregate:	10,000.00

[NOTE: All invoices for correcting Senate journals for reprint, or for bound volumes of said journals, or otherwise, will be based upon the lowest applicable rates contained in this contract and payment will be made by the Clerk of the Senate at said rates. If the basis of the cost of new composition is lower than the correction charge per page, the payment will be made on the basis of new composition in lieu of the charge for correction. It is understood that the Clerk will take advantage of the lower rate.

Correcting journals under this paragraph means all work, including, without limitation, makeup, but excepting press work, bindery work and composition for any index or table of contents. Not more than one charge shall be allowed for any one page.]

#### MISCELLANEOUS PRINTING

6. For printing envelopes and/or letterheads required, the following means of pricing shall be used:

For 50,000 or more basic letterheads and 50,000 or more basic envelopes, to be printed in gold ink and charged for, including the cost of the paper stock, as one item:

Estimated Quantity Required:	150,000
Rate Bid, per Thousand:	50.00
Aggregate:	7,500.00

7. For the foregoing letterhead or envelopes, to be individualized with names, addresses, titles, committees, etc., imprinted in black ink, per thousand or less:

Estimated Quantity Required:	150,000						
Rate Bid, per Thousand:	35.00						
Aggregate:	5250.00						
COMPOSITION							
8. Straight composition:							
Estimated Quantity Required: Rate Bid, per Page Aggregate:	50 pages 8.00 400.00						
[NOTE: Straight composition shall include all that set in ordinary paragraphs of uniform width and without display lines, tabular matter or more than two typefaces.]							
9. Rule or figure composition:							
Estimated Quantity Required:	50 pages						
Rate Bid, per Page:	8.00						
Aggregate:	400.00						
[NOTE: If more than fifteen percent of the lines below the he printing, the cost of composition shall be figured at the "Rule	eading contain figures and/or e or Figure" rate.]						
10. Rule and figure composition:							
Estimated Quantity Required:	150 pages						
Rate Bid, per Page: Aggregate:	8.00						
	1200.00						
[NOTE: If more than twenty-five percent of the lines below the heading contain figures and/or printing, the cost of the composition shall be figured at the "Rule and Figure" rate: Provided, That figures used in printing page numbers, dates and headers are not to be considered as figures for the purpose of determining the rate to be charged.]							
11. Composition of indices for bound journal of the Senat	e:						
Estimated Quantity Required:	130 pages						
Rate Bid, per Page:	8.00						
Aggregate:	1040.00						

## PRESS WORK

#### 12. Book and pamphlet work:

Estimated Quantity Required: 3,500 press forms Rate Bid, per Form, 1.000 Impressions or Less: 13.50 Aggregate: 47,250.00 13. For blanks and the like, any press size up to and including 8 1/2 x 11: Estimated Quantity Required: 100 forms Rate Bid, per Form, 1,000 Impressions or Less: 8.00 Aggregate: 800.00 14. For blanks and the like, any press size larger than 8  $1/2 \times 11$ : Estimated Quantity Required: 20 forms Rate Bid, per Form, 1,000 Impressions or Less: 8.00 Aggregate: 160.00

[NOTE: The charge for additional 100s of impressions under paragraphs 12, 13 and 14 above shall be made at the rate of one-tenth the rate per thousand impressions set forth above for each such type press work.]

#### **FOLDING AND STITCHING**

15. Folding only, each sheet 25 x 38 or less to count as one signature:

> Estimated Quantity Required: 120 signatures Rate Bid, per Signature of 1,000 or Less: 6.00 Aggregate: 720.00

16. Stitching only, each sheet 25 x 38 or less to count as one signature:

> Estimated Quantity Required: 300 signatures Rate Bid, per Signature of 1,000 or Less: 1.00 Aggregate: 300.00

[NOTE: The charge for stitching only under paragraph 16 above shall include instances when the document (i.e., bill, joint resolution, journal or topical index and bill history) which is produced is composed of single, individual pages of output stitched with wire.]

17. Folding and stitching, with wire: Estimated Quantity Required: 1,200 signatures
Rate Bid, per Signature of 1,000 or Less: 30.00
Aggregate: 36,000.00

[NOTE: Under the provisions of paragraph 4a, it is specifically understood that only one charge shall be made for composition, for printing and for folding and stitching with wire six (6) covers for each enrolled bill and joint resolution. The rate bid under paragraph 4a shall be for all work, including makeup, press work and bindery work. No charge may be made under paragraph 17 for work performed in preparation of or bindery work associated with covers for enrolled bills and joint resolutions.]

18. Folding and sewing, with thread:

Estimated Quantity Required: 300 signatures
Rate Bid, per Signature of 1,000 or Less: 25.00
Aggregate: 7,500.00

[NOTE: The charge for additional 100s of folding only, or stitching only, or folding and stitching with wire, or folding and sewing with thread operations shall be made at the rate of one-tenth the rate per thousand such respective operations, as set forth in paragraphs 15, 16, 17 and 18 above.]

#### **PUNCHING**

19. For punching, per signature:

Estimated Quantity Required: 1,200 signatures
Rate Bid, Two Holes per Signature
of 1,000 or Less: 7.00
Aggregate: 8,400.00

[NOTE: The charge for additional 100s of punching operations shall be made at the rate of one-tenth the rate per thousand such respective operations as set forth above.]

#### **SCORING**

20. Scoring, where the same is necessary for binding with cover paper each score:

Estimated Quantity Required:	20,000
Rate Bid, per 1,000 or Less:	1.00
Aggregate:	_20.00

[NOTE: The charge for additional 100s of scoring operations shall be made at the rate of one-tenth the rate per thousand such respective operations as set forth above.]

#### **BINDING**

21. Pamphlet binding:

Estimated Quantity Required: 10,000
Rate Bid, per Volume: 202
Aggregate: 200.00

22. Padding:

Estimated Quantity Required: 1,000 pads
Rate Bid, per Pad: .02
Aggregate: 20.00

23. Binding in first-class Law Buckram, gold stamped on backbone:

Estimated Quantity Required: 18
Rate Bid, per Volume: 20.00
Aggregate: 360.00

24. Binding in first-class cloth:

Estimated Quantity Required: 120
Rate Bid, per Volume: 15.00
Aggregate: 1800.00

[NOTE: Cloth to be used shall be equal to that used on the volumes entitled "Journal of the Senate, 2007", now on file in the office of the Clerk of the Senate as an exhibit herewith. The sewing and binding shall be equal to that of said volume. The board to be used shall be best binder's board not lighter than No. 30 for books of 500 pages or less, and No. 20 for larger volumes. Blanks or "flyleaves" at the front and back of each book shall be of paper of sufficient weight and grade to make the work first class. All other materials used as well as workmanship shall be first class. No inferior work will be accepted. This note is applicable to all binding.]

24a. Binding advanced copies in soft blank covers:

Estimated Quantity Required: 12
Rate Bid, per Volume: 10.00
Aggregate: 120.00

[NOTE: The above rates for binding shall include all charges, except for folding and stitching or sewing, and apply to books and pamphlets not larger than 8  $1/2 \times 11$  when bound.]

GRAND TOTAL BID FOR LEGISLATIVE PRINTING & BINDING FOR THE WEST VIRGINIA SENATE JULY 1, 2010, THROUGH JUNE 30, 2011:

\$164,765.00

#### **RULES ON PRINTING**

- 1. Legible and plain copy with full instructions will be furnished the Printer for every job of work; and the Printer shall promptly furnish a revised proof, reasonably free from typographical errors, of such work for inspection. Such proof will be promptly returned to the Printer with such corrections as are desired to be made, which corrections the Printer shall take care to make before printing the work; but if there be changes ordered in any job for the making of which the Printer will demand compensation, before making such changes the Printer shall have a requisition therefor. The Printer will be allowed reasonable compensation for any loss he may sustain by reason of the failure to return promptly to him such revised proof as aforesaid.
- 2. As to fractions, except as herein otherwise specifically provided:
  - a. When the work ordered does not amount to 1,000 impressions of press work, 1,000 impressions may nevertheless be charged therefor.
  - b. When folding only is required on a job and does not amount to 1,000 signatures, 1,000 signatures may nevertheless be charged therefor.
  - c. When stitching only is required on a job and does not amount to 1,000 signatures, 1,000 signatures may nevertheless be charged therefor.
  - d. When folding and stitching with wire is required on a job and does not amount to 1,000 signatures, 1,000 signatures may nevertheless be charged therefor.
  - e. When folding and sewing with thread is required on a job and does not amount to 1,000 signatures, 1,000 signatures may nevertheless be charged therefor. [NOTE: Anything in this contract to the contrary notwithstanding, it is hereby understood and agreed that all folding and sewing charges for copies of the Official Journal shall be charged for at the rate hereinabove established for each 1,000 signatures.]
  - f. In estimating the composition of all laws, journals, public documents and pamphlets, every fraction of a page shall be counted or charged for, but no entire blank page shall be counted or charged for. Imprint page shall be counted as a blank page.
  - g. In estimating press work, if any document is less than 8 1/2 x 11 inches, the same shall be charged at the same rate as paragraph 13 under Press Work, covering blanks, etc.
  - h. In estimating press work in book or pamphlet printing where cuts are printed on paper of different quality from that used in the main part of the book or pamphlet, each page so printed shall count as a full form.

These are all the fractions authorized to be charged for as a whole unit. When the press work is more than 1,000 impressions, except as in (g) above, no fractional part thereafter shall be charged as a whole.

- 3. When any work is done for the Senate and the same is not covered by the contract of the Printer, the price charged therefor shall not be greater than the lowest rate charged any customer; and an affidavit appended to the bill therefor shall so state and also state that the price is just and reasonable.
- 4. In cases of blanks or other printing requiring curved lines, or other "fancy" work, a reasonable price shall be allowed for such extra work based on the actual time required to perform such extra work.
- 5. All work shall be done in a first-class manner, free from typographical errors. The type must be of modern styles. Good ink shall be used, and the press work shall be first class.
- 6. The contract for printing is based on the use of black ink; but when work is ordered to be done in any ink costing substantially more than the said ink, reasonable compensation therefor shall be made to the Printer. It is understood and agreed, however, that no charge shall be made by the Printer for washup of ink.
- 7. Whenever time is charged for making changes in forms, etc., under paragraph 3 under Time Work, or otherwise, the actual time only shall be charged; and the Printer shall verify such statement by his affidavit.
- 8. In book and pamphlet work, when the page size does not exceed  $6 \times 9$  inches, each form shall consist of eight pages,  $19 \times 25$  inches press size, if possible. When page size is larger than  $6 \times 9$  inches, each form shall consist of four pages, if the work will make that much; and such printing, when possible, shall be printed so as to make signatures of 16 pages (page size  $6 \times 9$  inches), and signatures of eight pages (page size larger than  $6 \times 9$  inches). One form will be allowed for printing pamphlet covers when printed on one side.
- 9. All bills and accounts for printing must be made as specified by the Director of Purchasing, Department of Administration, and the character, quantity, etc., shall be set forth. Each invoice, properly notarized, submitted for approval of the Director must be accompanied with a sample of the completed job, with each part or page clearly marked as to the rate being charged. A copy of each invoice must be furnished to the Clerk of the Senate. Each invoice, when approved by the Director as correct and according to contract specifications and when approved by the Clerk, is to be paid from the Legislative Printing Fund upon requisition of the Clerk of the Senate. The provisions of this paragraph shall be in force and effect insofar as the same may be required by the provisions of law.
- 10. In estimating composition of books, pamphlets or blanks, it is the intent of the Senate that composition referred to in this contract be charged for on a per page basis.

- .11. Whenever there are several blanks to be printed and the same are so nearly alike that it will be cheaper to change the forms thereof than to reset different forms or when the Senate orders a bill printed which is a duplicate of one which the House of Delegates has ordered printed by the Printer, if such should occur, the forms shall be changed and not entirely reset and the time actually occupied in making changes shall be paid for at the rate bid for time work.
- 12. In all cases of printing, where the same form is to be printed on different kinds of paper, or otherwise, so as not to require resetting of the type, but one charge shall be made for the composition. This rule shall apply also when a form is to be printed on different sheets or otherwise, and there are to be changes made merely in the headings, or in the endings, so that it is substantially the same form, but in these cases a charge may be made for the time consumed in making the changes, as provided for in the rate bid for time work.
- 13. Only one charge shall be made for the composition of all documents ordered to be printed by the Senate, and no charge or allowance shall be made for composition when extra or additional copies are ordered to be printed.
- 14. Blank spaces between paragraphs of copy will not be tolerated; but all the composition of such work shall be compact and no more space be made between paragraphs of copy, unless ordered, than required by the character of the work, demanded by the exigencies of the makeup or required by the rules of good topography.
- 15. At the top of each page of the Senate Journal there shall be printed the number of the page, the words "Journal of the Senate" and the date, as shown in the journals of the session of 2007.
- 16. On the first page of each Senate bill, before the title, there shall be printed in brackets and in solid type, the date and by whom introduced, and such other memoranda as to proceedings in reference to the bill as the Clerk of the Senate may furnish. At the top of every page of the bill there shall be printed the number of the page and the number of the bill.
- 17. For drying, pressing, trimming or other necessary manipulation of labor required to be done by the Printer to make a complete and perfect job of printing, except such charges as are herein specified and bid for, no compensation shall be allowed the Printer.
- 18. Engraving and embossing are not included or covered by this contract.
- 19. If the entire cost of any job of printing computed at the contract rate does not amount to \$5.00, that sum may nevertheless be charged as a minimum.
- 20. Union label shall not be charged as a part of the composition.

#### **RULES ON FOLDING AND BINDING**

- 1. Any work done by the Printer, but not covered by this contract or the law, shall be done at a price not greater than the lowest rates charged any customer; and an affidavit appended to the bill therefor shall so state.
- 2. All pamphlets and book binding are to be done in signatures of sixteen pages unless the work shall not amount to that much, in which case any number of pages less than sixteen shall constitute a signature in binding except when the pages when trimmed shall be larger than 6 x 9 inches, in which case eight pages shall constitute a signature.
- 3. In estimating folding in book or pamphlet binding where separate printed pages are furnished to be inserted in the book or pamphlet, each page inserted shall count as a full signature.
- 4. For gathering, drying, pressing, trimming or any other necessary manipulation of labor required to be done by the binder to make a complete job of binding, except such charges as are herein specified and bid for, no compensation shall be allowed to the Printer.
- 5. All bills and accounts for binding must be made as specified by the Director of Purchasing, Department of Administration, and shall be fully itemized, free from technical abbreviations, and the character, quantity, etc., shall be set forth. Each invoice, properly notarized, submitted for approval of the Director must be accompanied with a sample of each job. A copy of each invoice must be furnished to the Clerk of the Senate for which such printing was done for approval of the Clerk. Each invoice, when approved by the Director as correct and according to contract specifications and when approved by the Clerk, is to be paid from the Legislative Printing Fund upon requisition of the Clerk of the Senate. The provisions of this paragraph shall be in force and effect insofar as the same may be required by the provisions of law.
- 6. If the entire cost of any job of binding under this contract, except padding or cutting, computed at the contract rates does not amount to \$5.00, that sum may nevertheless be charged as a minimum.

#### **GENERAL PROVISIONS**

- 1. Time is of the essence of this contract in all its provisions in which performance by or within a time certain is required.
- 2. It is understood and agreed by and between the parties hereto that the Clerk of the Senate shall use reasonable diligence to provide the Printer with the original copy to be used in printing the daily journals and bills at as early an hour as practicable each day: Provided, That it is further understood that such copy, on occasion, may not be ready for delivery to the Printer until late at night of the preceding day and/or until the early morning hours (as late as 1:00 a.m.) of the day upon which such journals and/or bills are required to be printed and delivered to the Senate, as herein provided. Delay on the part of the Clerk beyond the aforementioned hour of 1:00 a.m. in making available to the Printer such copy of the material required for the printing of any journal or bill will extend the time herein provided for the delivery of such journal or bill by the Printer for a period equal to the period of the delay. Failure by the Printer to deliver the aforementioned daily journals and bills in accordance with the foregoing provision may, in the discretion of the Clerk of the Senate, incur a penalty of \$500.00 per day, such assessment to be paid by the Printer to the Clerk of the Senate or deducted by the Printer from the itemized invoice(s) of that day, as directed by the Clerk of the Senate.
- 3. The Printer agrees to promptly pick up at the office of the Clerk all copy, original, revised and/or corrected, for use in printing the journals, bills and other materials to be printed, as the same are ready for delivery to the Printer.
- 4. The importance of prompt daily delivery service of the printing and binding provided for under this contract is impressed upon the Printer.
- 5. The Senate journals for each day shall be delivered by the Printer to the Clerk of the Senate by 9:00 a.m. of the next succeeding day and all printed bills shall likewise be delivered by 9:00 a.m. on the day on which they are needed for use and consideration.
- 6. It is also of utmost importance and expressly understood that, following *sine die* adjournment of any session of the Legislature, the Printer shall deliver enrolled bills to the Clerk promptly and without delay, such delivery to be completed by not later than the third working day (Sundays excepted) following receipt of copy by the Printer, such receipt either by electronic transmission or by paper hard copy, in the case of general laws and appropriation bills, including the budget bill with its attendant voluminous characteristic. This provision may be waived only by mutual agreement between the Printer and the Clerk of the Senate. The Printer is not to be held liable or responsible for any delays caused by failure to complete the work in the time specified by reason of delayed proofs, excessive corrections in copy or other causes not within his control.
- 7. The Journal of the Senate for the sixtieth (60th) day of the session and the Journal of the final day of any Regular Session or extension thereof, or of any Extraordinary

Session, shall be printed without delay and shall be delivered to the Clerk of the Senate within one week, including Saturdays and Sundays, from receipt by the Printer of the final corrected copy from the Clerk of the Senate. Failure by the Printer to deliver the aforementioned journals in accordance with the foregoing provision may, in the discretion of the Clerk of the Senate, incur a penalty of \$250.00 for each day of nondelivery by the Printer, excluding weekends and holidays, such assessment to be paid by the Printer to the Clerk of the Senate or deducted by the Printer from the final cost of such journals, as directed by the Clerk of the Senate.

- 8. The Printer shall deliver to the Clerk of the Senate the completed bound volumes of the Journal of the Senate not more than forty-five (45) calendar days following approval of the final proof thereon. Failure by the Printer to deliver the aforementioned volumes in accordance with the foregoing provision may, in the discretion of the Clerk of the Senate, and holidays, such assessment to be paid by the Printer to the Clerk of the Senate or deducted by the Printer from the final cost of such volumes, as directed by the Clerk of the Senate. For purposes of this General Provision, "final proof" means the last written page is returned to the Printer for inclusion in the text of the bound volume or volumes. In no construed to be included in the definition of "final proof" as set forth herein. Such dummy upon demand.
- 9. It is imperative that the printing for the Senate be done promptly and without unreasonable delay. Therefore, it is expressly understood and agreed that in the event the Printer fails, refuses or unreasonably delays delivery of items of printing or binding placed with the Printer for completion, the Clerk of the Senate may transfer the work, or parts thereof, to other printing plants, or may relet the unfinished part of the contract, holding the Printer and his sureties liable for any damage or additional cost that may be incurred by failure to complete the work in the time specified by reason of delayed proofs, excessive corrections in copy or other causes not within his control. It is expressly understood by the during legislative sessions.
- 10. It is hereby expressly understood by the Printer that when a discrepancy exists between an electronic version and a hard copy version of any text furnished to be printed, the hard copy version is always to be followed unless expressly otherwise directed by the Clerk of the Senate. In all cases when a difference between the electronic and the hard copy version exists, the responsibility shall be upon the Printer to notify the Clerk of such difference and to seek direction or clarification from him as to which text is to be printed. The Printer shall always seek direction from the Clerk and should the Printer fail to follow such directive, the Clerk of the Senate may refuse to pay for such printing until the error shall have been corrected to his satisfaction.

- 11. The Printer agrees to use the same type face and the same spacing used in the printing of the journals and bills for the Senate during the 2007 Regular Session, unless the Clerk of the Senate and the Printer shall agree otherwise: Provided, That it is distinctly understood that the Clerk of the Senate may make any change or alteration which he may desire in the arrangement, including the spacing between lines, letters and/or words, in the journals and/or bills which are printed for the Senate.
- of the Clerk of the Senate, for use by four Senate proofreaders at the Printer's place of business in the City of (\*\*Industries\*), such proofreaders to be hired and compensated by the Printer and approved by the Clerk of the Senate at a per diem rate of compensation to be determined by the Clerk of the Senate. The Senate will reimburse the Printer for these per diem costs and the employer's matching FICA tax only. It is further understood that the employment of additional proofreaders is to be expressly approved by the Clerk of the Senate. All invoices for proofreading services must include completed time sheets of the proofreaders, certified by both the proofreader and the Printer, and must receive the prior approval of the Clerk of the Senate. All actual charges billed for proofreading services must be approved by the Clerk of the Senate.
- 13. Storage space for the paper to be used in the printing to be performed under this contract shall be provided by the Senate at its expense.
- 14. The Printer is to receive, at the place of storage, the legislative paper stock for printing and binding, as needed for the purposes hereof but in the delivery of printing paper and other printing supplies to be provided for use by the Printer, the Printer shall provide the method and be responsible for the delivery of such printing paper and printing supplies.
- 15. The Printer shall furnish storage space for the legislative paper stock fully covered by insurance with loss payable clause to the West Virginia Senate.
- 16. The Printer shall keep a complete inventory of legislative paper stock. Such inventory shall be furnished to the Clerk of the Senate at the end of each month itemizing receipts of shipments and withdrawals during the month, assigning the latter to individual printing orders.
- 17. In no case shall the Printer furnish stock on any printing job without first securing the written permission of the Clerk of the Senate.
- 18. No printing job shall be invoiced at a greater rate than the shortest method and cheapest price which can be figured under this contract.
- 19. The Printer agrees to furnish a separate itemized invoice for each of the journals, bills and other materials ordered printed by the Senate.

Bid proposal hereby submitted to the Director of Purchasing, Department of
Administration, State of West Virginia, this day of, 2010.
Charmon Printing Co.
Name of Printer
By Craples Waldrow
Signature
auxa pa
Its authorized officer

# BID PROPOSAL ACCEPTANCE AWARD OF CONTRACT

The bid proposal for the legislative printing and binding for the Senate of the State of West Virginia set forth above and attached hereto is hereby accepted by the undersigned Director of Purchasing, Department of Administration, and the contract for legislative printing and binding is hereby awarded to:

hereinafter called the "Printer", for the period beginning July 1, 2010, and ending June 30, 2011.

- 1. The total obligation of the Senate of the State of West Virginia under the terms of this contract for legislative printing and binding during the specified period is limited to the maximum sums appropriated by the Legislature for such purposes.
- 2. Under this contract, the Printer is to receive legislative paper stock for printing and binding at the stockrooms determined to be used for that purpose by the State of West Virginia and is to deliver the completed work performed under and according to these specifications to the Clerk of the Senate as designated by him, or to any designated state official or department.
- 3. Time is of the essence in the performance of printing and binding and other operations under this entire contract; and in the event the Printer is unable to perform the printing and binding covered by this contract in its own establishment, the Printer may, with the written approval of the Clerk of the Senate, allocate to other printers, at the agreed contract rate, any such work: Provided, That preference be given to printers in West Virginia possessing the equipment and capability necessary to the doing of such printing and binding according to the terms of this contract.
- 4. This contract shall not be binding upon the parties hereto, until the Printer shall have deposited with the Director of Purchasing, Department of Administration, a satisfactory surety bond for the sum of \$200,000.00 conditioned upon the faithful performance and compliance by the Printer with all terms, conditions and requirements set out in the attached bid proposal, including any renewal of this contract.
- 5. The Clerk of the Senate shall have exclusive control over all printing authorized by the Senate, and the Clerk has approved the specifications which have been incorporated by reference into this contract.
- 6. The Printer expressly warrants that it has employed no third person to solicit or obtain this contract in its behalf or to cause or procure the same to be obtained upon

compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid or promised or agreed to pay to any third person in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount payable or to become payable under this contract; and that it has not, in estimating the contract price submitted and agreed to by it, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable or to become payable to it are free from obligation to any other person for services rendered or supposed to have been rendered in the procurement of this contract. The Printer further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Senate, and that the Senate may retain to its own use from any sums due or to be come due hereunder, or from the amount of deposit on bond given hereunder, an amount equal to any brokerage, commission or percentage so paid or agreed to be paid.

- 7. The Printer shall not be held responsible for any losses resulting from his failure to fulfill any of its obligations hereunder due to wars, revolutions, civil disorders, fires, floods, strikes, acts of God or other causes not resulting from any fault or neglect on its part and beyond its control.
- 8. Neither this contract, nor any interest herein, may be assigned, transferred or sublet without the written consent of the Clerk of the Senate and the Director of Purchasing, Department of Administration.
- 9. This contract may be renewed for an additional term beginning July 1, 2011, and ending June 30, 2012, upon request of the Clerk of the Senate of the State of West Virginia and the mutual consent of the Printer and the Director of Purchasing, Department of Administration.
- 10. If this proposal is accepted and the said printing contract awarded to the Printer, he agrees to perform the obligations thereof in strict accord with its several provisions.
- 11. As stated previously, time is of the essence in the performance of printing and binding and other operations under this entire contract. The Printer expressly recognizes that the Senate is relying on timely performance by the Printer and will schedule legislative operations as mandated by constitutional law, statutory law and internal rules of the Senate in reliance upon timely performance by the Printer. Accordingly, it is expressly understood by the Printer that any default with respect to delivery of goods or services in connection therewith in accordance with the directions of the Clerk of the Senate which results in a delay in or a disruption of the operations of the Senate shall, at the option of the Senate Clerk, be deemed to substantially impair the value of the whole contract and such default shall, at the option of the Senate Clerk, constitute a breach of the whole contract.

IN WITNESS WHEREOF, The	e Printe	er						has
caused its name to be signed a	nd its	corporate	seal	to	be	affixed	hereto	•
hereunder duly authorized; the Senate hereto by	e of We _, Clerl	est Virginia cof the Sen	has ca ate; aı	ause nd th	d its e St	name t ate of W	o be sig /estVirg	jned ginia
has caused its name to be signed her of Purchasing, Department of Adminis								
	<del>.</del>	Name o	of Prin	ter				
Ву	VI.						***************************************	
		Signa	ture					
	· ·	Its authoriz	ed off	ficer		•	· · · · · · · · · · · · · · · · · · ·	
·	Clork	f the Senat	to of W		\ /im-			
·	UICIK U	า เกษ จะกิสเ	le OIV	vest	. VIIC	aii iid		

APPROVED:		
		STATE OF WEST VIRGINIA
This	_ day of	, 2010.
GOVERNOR OF THE S	STATE OF WEST VIRG	INIA
		; ;
APPROVED AS TO FO	RM:	
		STATE OF WEST VIRGINIA
This	_ day of	, 2010.
		ROBERT FERGUSON
DARRELL V. MCGRAW		SECRETARY
ATTORNEY GENERAL		DEPARTMENT OF ADMINISTRATION
Ву		Ву
Assistant Attorney		Director, Purchasing Division

RFQ No. SEN82

#### 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 owed 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	$\wedge$		
Vendor's Name: (Naman)	Trinting Co	9	· .
Authorized Signature:	aldrond	Date: 6/30/10	
State of West Virginia			
County of Haraula, to-wit:	.)		
Taken, subscribed, and sworn to before me this $ ot\!$	Hay of Tune	, 20 <i>1<u>C</u>!</i>	
My Commission expires	, 20	,	1
AFFIX SEAL HERE	NOTARY PUBLIC	Viskie L. 1	Samples
	~~		/

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Vickie S. Samples
529 22nd Street
Dunbar, WV 25064
My Commission Expires May 18, 2017

Purchasing Affidavit (Revised 12/15/09)

## 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	years immediately preceding the date of this certification; or,  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,
	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.
requiren against s	nderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sted from any unpaid balance on the contract or purchase order.
authorize the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true urate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidden:	Japman Printing Co Signed: Field Walder
- L	1 1 3 0 1 1 0 1stlor 1stlor 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

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

AGENCY\_

Sec. 3.4

(A)

(L) (M) (N) (O) (P)

(Q) (R) (S)

(T) (U) (V) (W)

NOTE:

*		RFQ/RFP#(B)		
WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1) Your Company Name City, Location of your Company State, Location of your Company Surety Corporate Name City, Location of Surety State, Location of Surety State, Location of Surety State of Surety Incorporation City of Surety Incorporation Minimum amount of acceptable bid bond is 5% of total bid. You may state	Bid Bond  KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  (C) of (D) (E)  as Principal, and (F) of (G)  (H) , a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J) , as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K)  (\$\frac{(L)}{\text{L}}\) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.  The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for			
"5% of bid" or a specific amount on this line in words.	<u>(M</u>	)		
Amount of bond in figures Brief Description of scope of work Day of the month Month Year Name of Corporation Raised Corporate Seal of Principal Signature of President or Vice President Title of person signing Raised Corporate Seal of Surety Corporate Name of Surety Signature of Attorney in Fact of the Surety Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.	contract in accordance with the bid or p any other bonds and insurance required other respects perform the agreement or this obligation shall be null and void, ot force and effect. It is expressly underst Surety for any and all claims hereunder amount of this obligation as herein state The Surety for value received, obligations of said Surety and its bond s any extension of time within which the Surety does hereby waive notice of any IN WITNESS WHEREOF, Pri hands and seals, and such of them as are	ed and the Principal shall enter into a proposal attached hereto and shall furnish by the bid or proposal, and shall in all reated by the acceptance of said bid then therwise this obligation shall remain in full good and agreed that the liability of the shall, in no event, exceed the penal ed, hereby stipulates and agrees that the shall be in no way impaired or affected by Obligee may accept such bid: and said such extension. Incipal and Surety have hereunto set their excorporations have caused their corporate ents to be signed by their proper officers,		
	Principal Corporate Seal	(Q)		
	(R)	(Name of Principal)  By (S)  (Must be President or Vice President)		
	(U) Surety Corporate Seal	(T) Title  (V) (Name of Surety)  (W) Atterney in Fact		
		Attorney-in-Fact		

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

Agency Purchasing Divisio	n	
REQ.P.O#SEN82		

#### BID BOND

	KNOW ALL MEN BY THESE	E PRESENTS, That w	e, the undersigned, Chapman Printing Company
of	Charleston	WV	
of	Hartford ,	СТ	, a corporation organized and existing under the laws of the State of
		fice in the City of	
of West	t Virginia, as Obligee, in the pe	enal sum of Fifteen Th	housand Dollars and 00/100 (\$ \$15,000 ) for the payment of which,
well and	d truly to be made, we jointly a	nd severally bind ours	selves, our heirs, administrators, executors, successors and assigns.
			whereas the Principal has submitted to the Purchasing Section of the
Departr	ment of Administration a certai	n bid or proposal, atta	sched hereto and made a part hereof, to enter into a contract in writing for
Legisl	ative Printing and Binding	for the Senate- Op	en In Contract
	NOW THEREFORE,		
	(a) If said bid shall be reject	ted, or	shall enter into a contract in accordance with the bid or proposal attached
herelo a	and shall furnish any other bor	ids and insurance req	ruired by the bid or proposal, and shall in all other respects perform the
agroom	ant created by the accentance	of said hid, then this	obligation shall be null and void, otherwise this obligation shall remain in full the liability of the Surety for any and all claims hereunder shall, in no event,
exceed	the penal amount of this oblig	ation as herein stated	title hability of the outery for any and an elamone research overly in the establishment.
	The Surety, for the value rec	eived, hereby stipulates	es and agrees that the obligations of said Surety and its bond shall be in no n which the Obligee may accept such bid, and said Surety does hereby
	otice of any such extension.	TOTAL OF WIS WING WINN	
			)
			we hereunto set their hands and seals, and such of them as are corporations
			nd these presents to be signed by their proper officers, this
30th	day of June		
Deiopina	al Corporate Seal		Chapman Printing Company
Finche	ai Corpurate Scar		(Name of Principal)
			By Ash At
			(Must be President or
			Vice President)
			VP. Darsier Marsel 2
			(Title)
Surety	Corporate Seal		Travelers/Casualty and Surety Company of America
			(Name of Surety)
			1/2 / 1/4 X / 5/1 )
			By: WWW. J J Wills
			Kimberly L. Miles, Licensed WVHesident Agent Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, and a power of altorney must be attached.



#### POWER OF ATTORNEY

**Farmington Casualty Company** Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. Seaboard Surety Company St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

220306

Certificate No. 002970814

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and

Guaranty Insurance Underwriters, Inc. is a corporation duly org the Companies do hereby make, constitute and appoint	ganized under the laws of	of the State of W	isconsin (herei	n collectively ca	alled the "Compa	nies"), and that
Andrew K. Teeter, Donna J. Price, Douglas P. Taylor, Kimb	perly L. Miles, C. Lee	Jordan, Pamela	ι V. Lanham, ε	and Christophe	er A. Michel	
of the City of <u>Charleston</u>	_, State ofW	est Virginia		, their true	and lawful Attor	mey(s)-in-Fact,
each in their separate capacity if more than one is named above,						
other writings obligatory in the nature thereof on behalf of the contracts and executing or guaranteeing bonds and undertakings					guaranteeing the p	pertormance of
				·		
					28th	1
IN WITNESS WHEREOF, the Companies have caused this in day of,	strument to be signed a	nd their corporat	e seals to be he	ereto affixed, this	s	·
,						
Farmington Casualty Com Fidelity and Guaranty Inst		28. J		dian Insurance		
Fidelity and Guaranty Inst				ury Insurance ( ualty and Suret		
Seaboard Surety Company				-	ty Company of A	
St. Paul Fire and Marine I	nsurance Company		. Onled States	rigenty and Ge	earanty Compar	ıy
1982 0 1977 P 1951 1927 2 1951		SEAL S	ORPORATE CO	HARTFORD, O CONN.	HARTFORD &	IROPPONDED PER SECOND PROPERTY AND SECOND PROP
State of Connecticut City of Hartford ss.		Ву:	George	Thompson, Senio	or Vice President	
On this the 28th day of April himself to be the Senior Vice President of Farmington Casualty Inc., Seaboard Surety Company, St. Paul Fire and Marine Insura Casualty and Surety Company, Travelers Casualty and Surety Comp	ance Company, St. Paul Company of America, a	l Guaranty Insura Guardian Insurar and United States	ance Company, nce Company, is Fidelity and G	Fidelity and Gu St. Paul Mercury Guaranty Compa	y Insurance Company, and that he,	Underwriters, pany, Travelers as such, being
authorized so to do, executed the foregoing instrument for the pur	rposes therein contained	i by signing on be	ehaif of the corp	orations by him	seit as a duly auth	iorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.

