



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  
 64110002

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 33  
 304-558-2402

**VENDOR**  
 \*709034836 01 304-341-0676  
 CHAPMAN PRINTING COMPANY  
 3000 N WASHINGTON ST  
 CHARLESTON WV 25312

**SHIP TO**  
 DIVISION OF HIGHWAYS  
 CONSTRUCTION DIVISION  
 BUILDING 5, ROOM A750  
 1900 KANAWHA BOULEVARD EAST  
 CHARLESTON, WV  
 25305-0430 304-558-3304

DATE PRINTED 11/10/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/23/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	4,000 PRINTING	EA		966-50		\$ 46,422.00 + Freight \$1262.70 Total \$ 47,684.70
<p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR PRINTING OF 4000 COPIES OF THE 2010 EDITION OF THE WEST VIRGINIA DEPARTMENT OF HIGHWAYS STANDARD SPECIFICATIONS ROADS AND BRIDGES PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: RFQ 6411000 2</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓</p> <p>NO. 2</p>						

RECEIVED  
 2010 NOV 23 AM 11:07  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Chris Waldron* TELEPHONE: 304-341-0676 DATE: 11/22/10

TITLE: *Director* FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 3	.....					
NO. 4	.....					
NO. 5	.....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Angie Waldron</i>            .....            SIGNATURE  <i>Chapman Printing</i>            .....            COMPANY            ..... 11/22/10 .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Angie Waldron</i>	TELEPHONE 304-341-0676	DATE 11/22/10
TITLE <i>J. Blinn</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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 25305-0430 304-558-3304

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: **11/23/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				33		
RFQ. NO.:				64110002		
BID OPENING DATE:				11/23/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304 341-0688</i>						
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>ANGIE WALDRON</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

November 10, 2010

## 2010 Edition WVDOH Specifications For Roads and Bridges

It is specifically understood and agreed by and between the parties hereto that the printing, binding, wrapping, packaging, assembling, bundling and delivery of the 2010 edition WVDOH Specifications for Roads and Bridges shall be governed solely and exclusively by and performed according to the following terms and conditions:

1. The Printer, at its sole expense, shall typeset, print, bind and assemble into securely-bundled stacks or cartons of no more than 30 books each, and deliver to WVDOH, at the office of the Specifications Engineer, RM 722, State Capitol Building 5, Charleston, WV. The Printer shall deliver 4000 copies as follows:
  - (a) 2000 copies to be delivered no later than January 13, 2011 as follows:
    - a. 100 Books delivered to: Division of Highways District One  
Headquarters / 1334 Smith Street / Charleston, WV 25301-1492
    - b. 100 Books delivered to: Division of Highways District Two  
Headquarters / 801 Madison Avenue / Huntington, WV 25712-0880
    - c. 100 Books delivered to: Division of Highways District Three  
Headquarters / 624 Depot Street / Parkersburg, WV 26101
    - d. 100 Books delivered to: Division of Highways District Four  
Headquarters / Rt. 24 Meadowbrook Rd. / Bridgeport, WV 26330
    - e. 100 Books delivered to: Division of Highways District Five Headquarters  
/ US Rt. 50 / Burlington, WV 26710
    - f. 100 Books delivered to: Division of Highways District Six Headquarters /  
1 DOT Drive / Moundsville, WV 26041-1605
    - g. 100 Books delivered to: Division of Highways District Seven  
Headquarters / 225 Depot Street / Weston, WV 26452-1228
    - h. 100 Books delivered to: Division of Highways District Eight  
Headquarters / 1101 North Randolph Ave. / Elkins, WV 26241
    - i. 100 Books delivered to: Division of Highways District Nine Headquarters  
/ 103 ½ Church Street / Lewisburg, WV 24901-1339
    - j. 100 Books delivered to: Division of Highways District Ten Headquarters  
/ 270 Hardwood Lane / Princeton, WV 24740
    - k. 1000 Books delivered to: Division of Highways / Specifications Engineer  
/ 1900 Kanawha Blvd East - RM 722, State Capitol Building 5 /  
Charleston, WV 25305

November 10, 2010

- (b) 2000 additional copies to be delivered no later than January 31, 2011.

*Note: For clarity, the Printer may deliver all 4000 copies by the January 13th date.*

The text of the book will be submitted to the Printer in an Adobe Acrobat PDF format (electronic format) and shall be delivered to the Printer within five (5) days of the Notice to Proceed. An electronic (PDF) version can be requested by email from the Specifications Engineer prior to bidding for review.

The Printer should note that the above referenced Adobe PDF file settings are:

Page Size: 8" X 11"  
Left Margin: 1 ½ inch  
Rt Margin: 1 ½ inch  
Top Margin: 0.8 inch  
Bottom Margin: 0.8 inch

Before any copies are delivered, the Printer shall submit two (2) copies of the book for a final proof reading. These copies shall be submitted to:

Ron Stanevich, PE  
Specifications Engineer  
Bldg 5, RM 722  
1900 Kanawha Blvd, East  
Charleston, WV 25305

2. The 2010 Edition of WVDOH Specifications for Roads and Bridges will be printed as follows:
  - (a) The paper shall be 40 offset paper.
  - (b) Printed in 32 page signatures or 48 page signatures.
  - (c) Printed with the inside text in black ink.
  - (d) The unbound corners shall be rounded.
  - (e) Will be approximately 1150 pages, with printed page dimensions of 7.4" X 4.1"
  - (f) The book cover dimensions will be 7.8" x 4.3"
3. The cases used for the 2010 Edition WVDOH Specifications for Roads and Bridges will the quality; construction and design as those used for the 2000 Edition WVDOH Specifications for Roads and Bridges and shall conform to the following:

November 10, 2010

- (a) The cover shall be white leatherette and sample with all markings shall be pre-approved by the Specifications Engineer.
- (b) The cover shall be a "Reese" type Cover
- (c) The book shall be a case bound with Smyth stitching and have corner bands.
- (d) The cover shall be foil Stamped with all Text color schemes based on the State's official colors of "Old Gold and Blue".
  - 1. Blue color value is approximately: RGB (1, 1, 158) or CMKY (100, 98, 3, 4)
- (e) The cover will bear the inscription and design format on the outside of the WVDOT Division of Highways Logo as furnished by Specifications Engineer.
- (f) The back cover will bear the inscription of the State Seal on the outside in the same colors as the front.
- (g) A sample image of the desired finished product is provided as reference only.
- (h) WVDOT Division of Highways Logo is provided in electronic .gif format.
- (i) W.Va. State Seal is provided in electronic .gif format.

*Bullets "g", "h", and "i" can be requested prior to bidding for review by email from the Specifications Engineer prior to bidding for review.*

- 4. In all respects for which no particular provision is made herein, including, without limitation, the typesetting, printing, binding, packaging, wrapping and bundling of the 2010 Edition of WVDOT Specifications for Roads and Bridges, the workmanship and/or materials used shall be equal to or better (if approved by the Specifications Engineer) than the 2000 Edition of WVDOT Specifications for Roads and Bridges and shall be available for review at the office of the Specifications Engineer.
- 5. Under the exercise together of the provisions of this contract for the 2010 Edition of WVDOT Specifications for Roads and Bridges, the WVDOT will pay the Printer the total price of:

\$ 47,684.70

(Please type or clearly write the total pricing amount)

for the proper and timely performance by the Printer of its obligations hereunder, to be paid upon delivery of the final 4000 copies.

- 6. By the submission of its bid hereon and the acceptance by it of the awarding of this contract, the Printer agrees as follows:
  - (a) All operations in the production of the 2010 Edition WVDOT Specifications for Roads and Bridges must be done, in a first-class manner. If the job falls below

November 10, 2010

the requirements of first-class work, Specifications Engineer need not accept the same and the Printer will be required to do the job again at its own expense.

- (b) The Printer must have the capacity to meet the requirements of the printing of the 2010 Edition WVDOH Specifications for Roads and Bridge.
- (c) The final printing shall not be performed without the written authorization of the Specifications Engineer.

#### **Proposal Acceptance, Award of Contract**

- I. The total obligation of the WVDOH under the terms of this contract during the specified period is limited to the maximum sums appropriated by the Legislature for such purpose.
- II. Time is of the essence in the performance of operations under this contract, and in the event the Printer is unable to perform the operations covered by this contract in its own establishment, the Printer may, with the written approval of the Specifications Engineer, allocate to other printers, at the agreed contract rate, any such work.
- III. The Printer expressly warrants that it has employed no third person to solicit or obtain this contract in its behalf or to cause to 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 to 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 to 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 WVDOH, and that the WVDOH may retain to its own use from any sums due or to become 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.
- IV. Nothing contained in the awarded contract shall require, or shall be construed as requiring, the WVDOH to purchase any or any given amount, or all of the work described herein.
- V. The Printer shall not be held responsible for any losses resulting from its failure to fulfill any of its obligations hereunder due to wars, revolutions, civil disorders, fires, strikes, acts of God or other causes not resulting from any fault or neglect on its part any beyond its control.
- VI. This contract is made subject to all provisions of Chapter 5A, Article 3, Section 26 of the Official Code of West Virginia, 1931, as amended.

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: Champion Industries Signed: Craig Waldron
Date: 11/22/10 Title: Sales

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



RFQ No. #6410002

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 exceeds 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: Champion Industries

Authorized Signature: Angela M. Walden Date: 11/22/10

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 22<sup>nd</sup> day of NOVEMBER, 2010

My Commission expires 5-18, 2012

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Vickie S. Samples

