



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
 DEL83

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 BUYER 41
 304-558-0492

PROPERTY

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

SHIP TO

HOUSE OF DELEGATES
 1900 KANAWHA BOULEVARD EAST
 BUILDING 1, ROOM 212
 CHARLESTON, WV
 25305 304-340-3200

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2010				

BID OPENING DATE: 09/21/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2,000	EA		966-65	\$ 16.20 EA	\$ 32,400.00
				Composition	\$ 8.00 pg	
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 8/30/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

RECEIVED
 200 SEP -8 A 8:19
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 304-341-0676 DATE: 9/2/10

TITLE: V.P. Division Mgr FEIN: 55-0717455 ADDRESS CHANGES TO BE NOTED ABOVE

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



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08/19/2010				

BID OPENING DATE: 09/21/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311		
				FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV		
				PLEASE NOTE THAT A CASHIER'S CHECK WILL NOT BE ACCEPTABLE FOR A PERFORMANCE BOND FROM THE SUCCESSFUL VENDOR. IT MUST BE THE FORM THAT WE SEND OUT.		
				NOTICE		
				A SIGNED BID MUST BE SUBMITTED TO:		
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:		
				SEALED BID		
				BUYER:-----RW/FILE 22-----		
				RFQ. NO.:-----DEL83-----		
				BID OPENING DATE:-----9/21/2010-----		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Robert A. Wagner</i>	TELEPHONE 304-341-0676	DATE 9/2/10
TITLE VP. Purchasing Mgr	FEIN 55-0717455	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2010				

BID OPENING DATE: 09/21/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING TIME: ----- 1:30 PM -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-341-0688 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Angela M. WALDRON ----- 304-341-0676</p> <p>***** THIS IS THE END OF RFQ DEL83 ***** TOTAL: <u>32,400.00</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-341-0676	DATE 9/2/10	
TITLE VA. Division Mgr	FEIN 55-0717455	ADDRESS CHANGES TO BE NOTED ABOVE	

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

2011 MANUAL OF THE SENATE AND HOUSE OF DELEGATES

It is specifically understood and agreed by and between the parties hereto that the typesetting, printing, binding, packaging, assembling, bundling and delivery of the 2011 edition of the Manual of the Senate and House of Delegates (hereinafter referred to as the "Legislative Manual") 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, package and deliver to the Clerk of the House of Delegates, State Capitol Building, Charleston, except as hereinafter otherwise provided, 2,000 copies of the 2011 Legislative Manual, as follows:

(a) 200 hardback copies, 160 with the names of certain individuals imprinted thereon in gold leaf, according to a list of names to be furnished by the Clerk of the House, to be delivered on or before January 12, 2011. The remaining 40 hardbacks, without imprinted names, are to be delivered the same date

(b) 300 additional copies to be delivered by January 19, 2011;

(c) 750 additional copies to be delivered by January 26, 2011;

(d) 750 additional copies to be delivered by February 2, 2011.

2. The 2011 Legislative Manual shall contain a maximum of 3 color photographs to be selected by the Clerk of the House, not to exceed 3" x 6". Any remaining photographs within the 2011 Manual will be halftones.

3. The 2011 Legislative Manual will be printed on web press paper and the several type sizes and faces used in the various parts of the book shall be the same as those used in the printing of like parts of the 2009 Legislative Manual, which is hereby incorporated into this contract, by reference, and copies of which are on file in the office of the Clerk of the House of Delegates, Capitol Complex, Charleston: *Provided*, That with the written approval of the Clerk of the House, type sizes and faces and paper of a weight and finish different from those used in the 2009 Legislative Manual may be used by the Printer.

4. The outline and arrangement of the 2011 Legislative Manual will be substantially similar to the 2009 edition, which is hereby incorporated into this contract, by reference, and copies of which are on file in the office of the Clerk of the House, Capitol Complex, Charleston: *Provided*, That some of the material and the number of halftone photographs selected by the Clerk of the House for inclusion in the 2011 Legislative Manual will differ from that contained in the 2009 edition. It is hereby estimated that the number of printed pages in the 2011 Legislative Manual will total approximately between 500 and 550 pages: *Provided, however*, That if the number of final printed

pages is substantially either greater or less than the estimate contained in this paragraph, a proportionate adjustment upward or downward, as the case may be, in the contract price herein set forth will be made.

5. The cases used for the 2011 Legislative Manual will be equal to or better in quality, construction and design and, at the direction of the Clerk of the House will be the same in the color and appearance as those used for the 2009 Legislative Manual and will bear the same inscription and design format on the outside of the book, except for necessary changes in dates and names.

6. The quality of the printing, including, without limitation, the reproduction of all photographs contained in the 2011 Legislative Manual, shall be equal to or better than the quality of all such printing contained in the 2009 edition.

7. In all respects for which no particular provision is made herein, including, without limitation, the typesetting, printing, binding, packaging and wrapping of the 2011 Legislative Manual, the workmanship and/or materials used shall be equal to or better than the 2009 edition.

8. Under the exercise together of the provisions of this contract for the 2011 Legislative Manual, the Clerk of the House of Delegates will pay the Printer the total price of: \$ 32,400.00 + comp for the proper and timely performance by the Printer of its obligations hereunder, to be paid in one installment.

9. The Clerk of the House will furnish the Printer copy material for use in the typesetting and production of the 2011 Legislative Manual, including photographs, etc., from time to time between September 15 and November 15, 2010, in amounts as nearly equal each such month as the Clerk of the House is able to provide by the exercise of reasonable diligence in the assembling of the data included in and the preparation of such copy material. Unless the Clerk of the House and the Printer shall agree otherwise, the Printer will prepare a proof of said materials and present the same to the Clerk of the House, who will correct and return the same with reasonable promptness and, after such corrected proof is returned to him, the Printer will make the corrections indicated thereon by the Clerk of the House and then resubmit the original proof, and, also, a corrected proof for the Clerk of the House's comparison, and, if correct, his final approval. The Printer agrees to provide adequate facilities and services and both parties agree to perform their obligations hereunder with reasonable diligence and promptness so as to facilitate the publication and delivery of said Legislative Manual in the quantities and at the times herein provided. The Printer shall present all original and corrected proofs by personal delivery and not by facsimile. The Printer shall bear all costs of the presentation and return of original and corrected proofs between the Printer and the Clerk of the House.

10. The Printer shall at its expense deliver the quantities of the 2011 Legislative Manual referred to in subparagraphs (b), (c) and (d) of paragraph (1) of this section to the offices of the Clerk of the House at 1900 Kanawha Boulevard, East, Charleston, West Virginia. The Printer shall then at its expense provide delivery of copies from the warehouse to the office of the Clerk of the House in such amounts and at such times as requested by said Clerk. In order to ensure proper and timely

deliveries of copies of the 2011 Legislative Manual, the Printer shall give a performance bond payable to the State of West Virginia, in a form satisfactory to said Clerk, executed by a surety company qualified to do business in this state and in the penal sum, as determined by said Clerk, in an amount not less than the total moneys paid the Printer under the terms of this contract. The bond shall be conditioned on the Printer performing all the requirements of this agreement including final delivery of all 2011 Legislative Manuals to the office of said Clerk. Upon completion by the Printer of all its obligations under the agreement, said Clerk shall release the bond. If the Printer fails to complete all of its obligations under this agreement, said Printer shall forfeit the bond.

11. 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 2011 Legislative Manual must be well done, in a first-class manner. If the job falls below the requirements of first-class work, the Clerk of the House need not accept the same and the Printer will be required to do the job again at its own expense.

(b) The printing of the 2011 Legislative Manual shall be free from typographical errors, and high-quality ink shall be used throughout.

(c) The Printer must have the capacity to meet the requirements of the printing of the 2011 Legislative Manual.

PROPOSAL ACCEPTANCE, AWARD OF CONTRACT

1. 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 Clerk of the House, 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 execution of such operations according to the terms of this contract.

2. The Printer expressly warrants that is has employed no third person to solicit or obtain this contract on 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 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 Clerk of the House, and that the House 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.

3. Nothing contained in the awarded contract shall require, or shall be construed as requiring, the House or any of its officers to purchase any or any given amount, or all the work described herein.

Date: August 3, 2010

Gregory M. Gray
Clerk of the House

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: Chapman Printing Signed: Ernie Walker
Date: 9/2/10 Title: Galls

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

RFQ No. DEL83

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: Chapman Printing

Authorized Signature: Angie Walden Date: 9/2/10

State of WEST VIRGINIA

County of KAWAWHA, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of September, 2010

My Commission expires 5-16, 2017

AFFIX SEAL HERE

NOTARY PUBLIC Vickie S. Samples

