

VENDOR

TITLE

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

# Request for

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**RFQ NUMBER** 

LAB10768

ADDRESS CORRESPONDENCE TO ATTENTION OF:

PAUL REYNOLDS 304-558-0468

**\*709040702** 304-343-9562 JONES PRINTING CO INC 611 PENNSYLVANIA AVE PO BOX 6038 CHARLESTON WV 25362

DIVISION OF LABOR 1900 KANAWHA BOULEVARD EAST

CHARLESTON, WV 25305

304-558-7890

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343-9562

04-94-9015

ADDRESS CHANGES TO BE NOTED 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 <a href="https://www.state.wv.us/admin/purchase/vrc/hipaa.html">www.state.wv.us/admin/purchase/vrc/hipaa.html</a> 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).



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PO BOX 6038

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611 PENNSYLVANIA AVE

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	RFQ. NO	. :		L	AB10768		
	BID OPE	NING	DATE:	0	4/11/2012		
	BID OPE	NING	TIME:	0	1:30 P.M.		
	PLEASE F TO CONTA	ACT Y	DE A OU RE ) 346	GARDI	UMBER IN CASE IT NG YOUR BID:	IS NECESSARY	
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	(1) HE ( THE BID THE BIDI THE BIDI THE BIDI	OR SHOOR AND OR	E IS NY DO (2) T N A C AS PR	AUTHO CUMEN HAT H ONTRA OPERL	THIS BID IS CER RIZED BY THE BID TS RELATED THERE E OR SHE IS AUTH CTUAL RELATIONSH Y REGISTERED WIT IRE REGISTRATION	DER TO EXECUTE TO ON BEHALF OF ORIZED TO BIND IP, AND (3) THAT H ANY STATE	
SIGNATURE C	126	20C	2	SEE REV	/ERSE SIDE FOR TERMS AND CON		01-24-5017
TITLE Presid	FALO	FEI	NCC	011	2001 2		S TO BE NOTED ABOVE

# WEST VIRGINIA DIVISION OF LABOR BIDDER'S EVALUATION REPORT

#### LAB10768

NOTE TO BIDDER: Procurement Specification No. LAB10768, Section III, Paragraph 4.0 recommends the completion and submission of this report with your bid. Purpose of this report is to enable the West Virginia Division of Labor Evaluation Committee to make full and fair evaluation of the bid. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

	Reference Requisition No.: <u>LAB10769</u>
	Bidder's Name: Jones Printing Co., Inc.
	Address: 611 Pennsylvania Ave., P.O. Box 6038, Charleston, WV 25362
	Telephone Number: (304) 343-9562 or (304) 549-9653
1.0	Have you complied with all mandatory specifications? X YES NO
2.0	SPECIFICATIONS OF THE QUOTED SERVICES: Printing Services required by the DOL
2.0.1	Which Union Labor will be printed on the documents printed? Allied Printing Trades Coun.  a. Have you included a copy of your current license that certifies your ability to print the union label?  X Yes No
2.0.2	Please list the name and address of two (2) businesses that you have provided printing services to In the last six months.  WV Rural Water Association Attn: Debbie Britt  100 Young St.  Scott Depot, WV 25560  WV AFI -CIO Attn: Larry Matheny 501 Leon Sullivan Way Charleston, WV 25301
2.0.3	Will all documents be archived for future changes? X yes no
2.0.4	Can you type set all printing from a paper copy of the original document?Xyesno
2.0.5	Please list the name, telephone number and email address of two (2) contacts for emergency purposes:
	Janet Booker (304) 549-1459  117 Brookhaven Dr. Nitro, WV 25143  P.O. Box 753 Cabin Creek, WV 25035  ionespcalinesprintingwy.com

# WEST VIRGINIA DIVISION OF LABOR BIDDER'S EVALUATION REPORT

### LAB10768

2.0.6	Have yo	ou supp	olied a sar	nple of	document	# 5,	10,	14,	25	& 35	from	the	Bidders	Cost
Sheet.	X	yes	no											

## Jones Printing Co., Inc. 04-24-2012

Item #	Estimated Annual	Cost Item Descriptions	Item Cost	Total Cost
item #	Usage 3500	WV Contractor Licensing Chapter 21 booklet - Center fold Colors: white background, black text, PMS-315 custom mix blue	.68	2,380.00
		graphic	100	2,360.00
2	8 boxes @	Business Cards - White card, Blue text, PMS-873 custom mix gold state seal, print raised on card	.12	480.00
3	500 per box 15000	#10 - 4 1/8" X 9 1/2" Classic LAID IMAG Envelopes - natural white	.12	1,800.00
4	20250	Contractor License original License Paper Stock- 60 lb natural parchtone, black text, PMS-315 custom mix blue graphic	.085	1,721.25
5	10000	Contractor Licensing Board Letterhead - 24 lb natural whte classic laid writing, black text, PMS-315 custom mix blue graphic	.12	1,200.00
6	20000	Contractor Licensing Original 8 3/4" X 11 1/4" Windowed Envelopes  White envelope, red text	.20	4,000.00
7	20000	Contractor Licensing #10- 4 1/8" X 9 1/2" White Woven Windowed Envelopes, black text	.05	1,000.00
8	2500	Contractor Licensing Application/ Affidavit 60 lb white offset  Book style, double sided	.32	800.00
9	1000	Contractor Licensing Cease & Desist Order - 2 part NCR paper	.295	295.00
10	500	Crane Operator Certification Act Booklet Center Fold White paper, black text	1.39	695.00
11		Crane Certification #10 - 4 1/8" X 9 1/2" White Woven Windowed white envelope, blue text	.08	160.00
12	2000	Crane Certification #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, blue text	.07	140.00
13	2000	Crane Certification # 6 - 3 5/8" X 6 1/2" White Woven Envelope white envelope, black text	.07	140.00
14	250	Crane Certification Notice of Violation - 3 part NCR paper	.74	185.00

## BIDDERS EVALUATION REPORT COST SHEET LAB 10768

	Estimated			ſ
	Annual			
Item#	Usage	Cost Item Descriptions	Item Cost	Total Cost
15	1	Plumber Certification Booklet Center Fold, White paper, black text	.84	420.00
16		Plumber Certification #10 - 4 1/8" X 9 1/2" White Woven Windowed white envelope, blue text	.05	500.00
17	2000	Plumber Certification #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, blue text	.07	140.00
18	1000	Plumber Certification # 6 - 3 5/8" X 6 1/2" White Woven Envelope white envelope, black text	.09	90.00
19	250	Plumber Licensing Cease & Desist Order - 2 part NCR paper	.64	160.00
20	500	Manufactured Housing Booklet, Center Fold, White paper, black text	1.75	875.00
21	2000	Manufactured Housing #10 - 4 1/8" X 9 1/2" White Woven Windowed white envelope, black text	.08	160.00
22	2000	Manufactured Housing #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, black text	.07	140.00
23	. 500	Manufactured Housing Original License Paper Stock	.30	150.00
24		Business Cards - White card, blue text	.069	1,725.00
25		Wage & Hour Letterhead - White 24 lb bond 25% cotton, blue text PMS 873 custom mix gold seal	.09	900.00
26		Wage & Hour #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, blue text	.054	324.00
27	2000	Wage & Hour Cease & Desist Order - 3 part NCR paper	.33	660.00
28	4000	Wage & Hour Notice to Produce Records - 3 part NCR paper	.21	840.00
29		Wage & Hour Prevailing Wage Survey - 4 pages, double sided white paper, black text	.265	1,192.00
30		Request for Supplies - 3 part NCR paper	.30	300.00
31	2500	Administration #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, blue text	.07	175.00

## BIDDERS EVALUATION REPORT COST SHEET LAB 10768

	Estimated			×.	
	Annual				
ltem#	Usage	Cost Item Descriptions	Item Cost	Total Cost	
32	2500	Administration Letterhead - 24 lb bond 25% cotton white Paper, blue text,	00	225 00	
		PMS-873 custom mix gold seal	.09	225.00	
33	1500	Weights & Measurs Letterhead, 24 lb bond 25% cotton white Paper, blue	.09	135.00	
		blue text, PMS-873 custom mix gold seal			
34	1500	Bedding #10 - 4 1/8" X 9 1/2" White Woven Windowed	.08	120.00	
		white envelope, black text			
35	1500	Weights & Measures #10 - 4 1/8" X 9 1/2" White Woven Envelope	.077	115.00	
		white envelope, blue text	10//	110100	
36	25000	2" round Device Approval labels, screen printed, 1 color ink on white vinyl	.08	2,000.00	*1
		with clear 1 mil lamination. Color changes each year			•
37	500	2 172" X 4" Temporary Use labels, print Flexography 2 colors ink, black and			
	i	flood coat Blue on .0034 white vinyl film w/.0008 clear polypropylene and	1.00	500.00	*
لسسين		permanent adhesive Colors change each year	1100	300100	-
38	500	2 1/2" X 4" Condemned labels, print Flexography, Black ink on .004 Yellow		}	
		vinyl film with permanent adhesive with .0008 clear polypropylene with	1.00	500,00	* 1
		permanent adhesive Colors change each year	1100	300100	-
39	500	2 1/2" X 4" Attention labels, Flexography 2 colors ink, Black and flood gate			
		orange on .004 white vinyl film w/permanent adhesive with .0008 clear	1.00	500.00	*]
		polypropylene w/permanent adhesive. Colors change each year.	1100	200100	
40	500	3.5 X .625 Security Seals, print lefterpress, 2 colors ink, black and flood	1.24	620.00	*1
		coat Yellow on .002 Polyester Void Security stock, sequentially numbered	1.2.	020100	-
. 41	1000	Amusement Ride Permit to Operate 4" X 4" Flexography, Green ink on	7 00	1 000 0	\ -8-T
		grey vinyl film with clear polypropylene and permanent adhesive.	1.00	1,000.0	וֹיָן ו
		Color of permit changes each year.			
42	7500	Consumer Protection #10 - 4 1/8" X 9 1/2" White Woven Envelope	.054	405.00	
		white envelope, blue text	1027	402.00	
43	5000	Consumer Protection Letterhead, 24 lb bond 25% cotton white Paper, Blue	.09	450.00	
		text, PMS-873 custom mix gold seal	100	150100	
44	1000	Consumer Protection 6 1/2" X 3 5/8" White Woven Envelope	.07	70.00	
		White Envelope with blue text			

<sup>\*1 -</sup> Items #36 Thru #41 are quoted without Union Label.
Printed by outside vendor.

## Jones Printing Co., Inc. 04-24-2012

# BIDDERS EVALUATION REPORT COST SHEET LAB 10768

Item #	Estimated Annual Usage	Cost Item Descriptions	Item Cost	Total Cost
45	7500	Occupational Safety #10 - 4 1/8" X 9 1/2" White Woven Envelope white envelope, blue text	.054	405.00
46		Occupational Safety Letterhead, 24 lb 25% cotton white Paper, Blue text; 'PMS-873 custom mix gold seal	.09	450.00
47		Occupational Safety 3 7/8" X 8 3/4" Businness Reply white envelope with black text	.07	70.00
48		Occupational Safety 6 1/2" X 3 5/8" White Woven Envelope White Envelope with blue text	.12	60.00

TOTAL \$ 31,372.25



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

Request for Request

LAB10768

PAGE

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\*709040702 304-343-9562 JONES PRINTING CO INC 611 PENNSYLVANIA AVE PO BOX 6038 CHARLESTON WV 25362

ADDRESS CORRESPONDENCE TO ATTENTION OF HAUL REYNOLDS 304-558-0468

DIVISION OF LABOR 1900 KANAWHA BOULEVARD EAST P

CHARLESTON, WV 25305 304-558-7890

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\*709040702

PO BOX 6038 CHARLESTON WV

JONES PRINTING CO INC

611 PENNSYLVANIA AVE

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

25362

304-343-9562

WV PURCHASING ACA SECT Fax 304-558-4115 Quotation

LAB10768

Apr 25 2012 09:51am P001/002 1

ADDRESS CURRESPONDENCES TO ATTENHON OR THE SECOND S PAUL REYNOLDS 304-558-0468

H-P Ö

DIVISION OF LABOR 1900 KANAWHA BOULEVARD EAST

CHARLESTON, WV

25305 304-558-7890

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#### ADDENDUM NO. 2

#### CHANGES TO THE SPECIFICATIONS

Vendor posed the question: Vendor is unable to print items number 36, 37, 38, 39, 40 & 41 with the Union label. Can vendor sub-contract the items?

Division of Labor response: Please change the specifications, Section II, General Requirements #1 to read as follows: All documents printed except numbers 36, 37, 38, 39, 40 & 41 must include the Allied Printing Trades Council Union Labor or the Communications Workers of America Union Label or the Graphic Communications International Union Label. Vendor must supply with the bid package, their current license that certifies their ability to print one of the three federally registered union trademarks.

# LICENSE

GOVERNING THE USE OF THE LABEL OF THE INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION



#### THIS LICENSE

Granted this 16th day of March, A.D.2004to	Jones Printing Co., Inc.
by the INTERNATIONAL ALLIED PRINTING TRADES	

That the licensee in consideration of the license to the use of the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION, licensor, hereby represents that he now employs and hereby proposes during the continuance of this license to employ in the printing, mailing, binding and production of all printed matter, photo-engravings, electrotypes, stereotypes and all other illustrative matter entering into printing and printing products, members in good standing of unions which are now and hereafter may become affiliated with the licensor, and to faithfully carry out all of his contracts or agreements of employment with such unions. The licensee shall not loan or sell the type, plates or matrices used or produced in its office to any other office unless such office complies in every respect with the terms and conditions set forth in this label license. The license herein granted shall be non-transferable and non-assignable.

The licensor agrees to furnish to said licensee free of cost, unless otherwise provided for hereinafter, the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION for the sole use of the said licensee, it being understood and agreed that the title to the same shall be and always remain in the licensor, and any violation of this license, or of the laws, rules and regulations of the licensor governing the issuance and use of said label of the licensor and enforceable in this state or under the provisions of Title 15, Section 1114 of the United States Code or other applicable Federal laws shall render this license null and void, and thereupon said licensor shall be entitled to the immediate possession of all engravings, stereotypes, electrotypes or stamps of said label of said INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION, licensor, in the possession of the licensee, and said licensee hereby agrees to surrender immediately to the licensor all engravings, stereotypes, electrotypes or stamps of said union label which may be in possession of the licensee by reason of the same having been loaned or leased pursuant to this license, and the further use of said label thereafter by said licensee shall be illegal and without warrant or right.

It is further understood and agreed by both the licensee and licensor to this license that any previous license or contract made for the use of said label of the licensor is hereby canceled and revoked, and that the license to said licensee for the use of said label as herein agreed to shall become effective the day of mach, and period of not more than three years unless revoked by either the licensee or licensor.

In witness whereof, the licensee and licensor have hereunto set their hands and seals this day of Market A.D. 2004.

Attest:

Secretary, Allied Printing Trades Council

International Allied Printing Trades Association

President, Allied Printing Trades Council, Its Agent

## Know All Men by These Presents

That the local allied printing trades council, of the city of
In witness whereof, the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION has hereunto set its hand and seal the More day of March A.D. 2004.
Attest:  Serald Deneau  Gerald Deneau  Secretary-Treasurer  International Allied Printing Trades Association,  William J. Boarman  President
THIS LICENSE MAY NOT BE ALTERED OR AMENDED.  NO SUPPLEMENTAL AGREEMENTS OR CONDITIONS HERETO ARE PERMISSIBLE.
NO SOLI DEMENTAL AGREEMENTS ON CONDITIONS HERETO ARE PERMISSIBLE.
LICENSE
Charles fon Allied Frinting Trades Council, Agent for Licensor  LICENSEE COPY
Jones Printing Con, Inc.
Label Number
Date 3-16-04

# Long Arterior Permit for Use of the CWA PRINTING SECTOR UNION LABEL

WITNESSETH, That in consideration of full and continued complian	nce by Jones Printing Co with the wages, hours and
working conditions that are satisfactory to and in consideration of con-	ntinued compliance therewith Chas. Tipo Unio N 1116
CWA Local No. 14210 which is a subordinate union of the Com-	munications Workers of America under authority of the laws of the
Printing, Publishing and Media Workers Sector of the CWA, hereby a	uthorizes Jones Apinting Lo. to use the CWA
Printing Sector Union Label. Such label or trade-mark is not to be used stated local union and it is to be neither loaned nor duplicated or to be by the local union or with the name of the firm above indicated except	used on any printed matter without an identifying number assigned
	ary with the Printing, Publishing and Media Workers Sector of the
CWA and Charleston, Tupo, Union 146 CWA Loc	al No Any. breach of the above-stated terms
or of the rulesstated terms or of the rules and regulations or the laws of such authority is granted, shall immediately revoke any and all license	for its use.
FOR Charleston Tapo Union # 146 CWA Loca (Local Union City)	al No/4210 Assigned Label No
MAMY	James m. monk
President	Secretary-Treasurer
AGREE	MENT
These articles of agreement, entered into this day	of December, 2008, by and between
	party of the first part, and
(Employer)	party of the first part, and
Charleston Typo. Union # 146,	CWA Local No. 14210 party of the second part.
WITNESSETH, That the said party of the first part, in consi Label," owned and controlled by the party of the second part, as CWA, hereby agrees that upon notice by the party of the second part the of the first part will immediately deliver to the party of the second part possession of any other party or parties, to the officers of the local union its surrender has been made by the union shall be without warrant and	nat authority for the use of the Union Label has been revoked, party rt all cuts, electronic image or stamps of the label or trade-mark in n. It is also agreed that any further use of the label after a request for
In the event the charter of CWA Local No is s labels, cuts, electronic images or stamps or trade-marks in possession Printing, Publishing and Media Workers Sector of the CWA.	uspended or surrendered, party of the first part agrees that all union n of the party of the first part shall be immediately returned to the
IN WITNESS WHEREOF, we have hereunto fixed our hands	s seal this 2Nd day of December A.D. 2008.
FOR Jones Painting Co.	(Party of the First Part)
(Employer)	President
(Signature)	(Title)
FOR Charleston Typo. Union # 146	CWA Local No. 14210 (Party of the Second Part)
(Local Union Name)	a in want
President	Secretary-Treasurer

Pink: Employer

L-1 Rev. 10/06

## GRAPHIC COMMUNICATIONS INTERNATIONAL UNION



#### UNION LABEL LICENSE AGREEMENT



AGREEMENT this day made between the GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, 1900 L St., N.W., Washington, D.C. 20036 (hereinafter called "UNION") and the "COMPANY" signatory hereto (see reverse side).

WHEREAS, the Company acknowledges that the Union Label, a facsimile of which appears above, is valuable property owned exclusively by the UNION and is registered as a certification mark with the United States Commissioner of Patents and Trademarks, and

WHEREAS, the Company acknowledges that the display of said union label upon any printing process or finished product conveys certain important representations to the public, in particular, that the manufacture, processing, binding and finishing has been produced entirely by members of the Graphic Communications International Union, working under conditions of employment negotiated by this Union and/or one or more of its Locals, and

WHEREAS, the Company is party to a collective bargaining agreement with one or more Locals of the Graphic Communications International Union, covering all of its printing and related processes, manufacturing, binding and finishing production workers, and

WHEREAS, the Company desires a license from the Union to display said label on any printing or related process, and on bound and finished products;

NOW THEREFORE, the parties mutually agree as follows:

- 1. The Union hereby licenses the Company to use the Union Label accompanied by the assigned label number for display on any printing or related process, and on bound and finished products, upon the following terms and conditions:
- (a) That the product bearing the Union Label must be produced entirely in the Company's plant to which this label license agreement is issued (except that where any part of the product and/or binding and finishing is done outside the plant, the label may nevertheless be used, provided that the shop where such work is done has a valid contract with a GCIU Local, or a contract with another Union affiliated with the AFL-CIO), or where the preparatory work is done on the desk top publishing system of a customer of the Company and the diskette is provided to the Company for production.
- (b) That any printing or related process, manufacture, processing, binding and finishing or a majority of such work must be produced by members of the Graphic Communications International Union, except as provided in paragraph (a) above, provided that the balance of the work is produced by members of another Union or Unions affiliated with the AFL-CIO. The Company understands that the use of the label on products not produced, bound and finished, as set forth herein, would constitute a misrepresentation to the public and the Company agrees that the label will not be displayed upon such products, except in full conformity with this license agreement.
- (c) That a collective bargaining agreement (or agreements) is in effect between the Company and said Local(s) and that the Company is in full compliance in every respect without exception with the provisions contained in said collective bargaining agreement(s), provided, however, that the Union may, at its sole discretion, permit the Company to continue to use the label if in the judgment of the Union, a satisfactory resolution of the contract dispute is imminent.

The conditions set forth in subparagraphs (a) and (b) above shall be deemed to be complied with if the Company is in full compliance with union shop clauses of its collective bargaining agreement(s) with the Local(s). If the contract does not contain union shop clauses or if the laws of the State do not permit such clauses, the Company agrees that the union label shall not appear upon any of its printed or related process and finished products whose manufacture and processing work is performed by any employee who is not a member of the Graphic Communications International Union.

(d) That the Company shall use only the name of the company, shop number and registration mark as it appears herein in connection with such label. The label registration mark and Company name, if used, shall be clear, distinct and legible.

- 2. The Company does hereby accept the license to display the Union Label upon the terms and conditions herein set forth, it being understood that in the event of breach by the Company of any conditions or provisions herein the Union shall have the unqualified right to terminate this license immediately upon written notice to the Company and to file suit for injunctive and monetary relief under state and federal law. The Company agrees that upon receipt of notice of termination it shall forthwith desist from the use of said label, it being the intention of the parties that while the question of the disputed breach is being determined by them, the Company shall not continue to use the label and that in no event shall the revocation of the license with or without reason or cause, subject the Union to a suit, counterclaim or judgment for damages.
- 3. Notwithstanding anything to the contrary contained in the collective bargaining agreement(s) between the Company and said Local(s), no issue, dispute or question whatever arising under this label license agreement including paragraph 1(c) hereof shall be deemed subject to the arbitration provisions of said collective bargaining agreement(s) or governed by the outcome of any arbitration held pursuant thereto.
- 4. The license granted herein is not assignable for any purpose whatsoever and the Company hereby recognizes that it has no title whatsoever to the label other than a mere license to use the same as provided for in this agreement.
- 5. This label license agreement shall automatically terminate, without notice from the Union, and the right of the Company to use the Union Label shall immediately cease in the event that any existing collective bargaining agreement between the Company and a Local terminates, provided, however, that the Union may, at its sole discretion, permit the Company to continue to use the label if in the judgment of the Union, the negotiation of a replacement agreement appears imminent.
- 6. In the event of termination of this label license agreement, the Company shall forthwith surrender the negatives, positives, prints, mats or dies of the Union Label then in the Company's possession or control to the Union, the acknowledged exclusive owner of this Union Label. This agreement shall not be waived or modified in any respect except in writing signed by the International President of the Union.
- 7. The exclusive right to institute legal proceedings for any unauthorized use of the Union Label shall remain in the Union, but the Union shall not be liable to the Company for any failure to institute such proceedings.
- 8. If any provision or clause of this agreement is held invalid as contrary to law or public policy by a court of competent jurisdiction, only such clause or provision and only to the extent that it is so in violation shall be deemed ineffective and unenforceable and in such event shall be deemed severable from the remaining provisions of this agreement which shall remain binding upon the parties.

from the remaining provisions of this agreement whi	
IN WITNESS WHEREOF, the parties have hereun	to signed this agreement the $\frac{27^{+h}}{}$ day of
September , \$2000.	
CCH Local No. 202-B Membership-at-Large	JOnes Printing Company, Inc.
Label Sumber Assigned 26-B Date 2728/980	Company
Recommended by:	James M. Booker, President
Local Title Mentre at dange	611 Pennsylvania Avenue
Lawrence E. Pech & CIU Int. Rep Recommended by	Charleston, WV 25302
Local Title	
Signed by: International Secretary-Freasurer	

International President

4-24-2012

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

Date:

## 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, 85A-3-37, provides an opportunity for qualifying yendo

	accord	ence for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in ance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing in will make the determination of the Resident Vendor Preference, if applicable.
	1. X_	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,
٠	2. X_	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,
7/2	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. X	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,
-	3.	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.
5	equirer against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments 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 cted from any unpaid balance on the contract or purchase order.
ti	he 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 lired 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.
a	nu acc	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate 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.
E	idder:	Jones Printing Co., Inc. Signed: Will De Der

RFQ No. LAB1	0768	3
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# 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:**

WITNESS THE FOLLOWING SIGNATURE

STATE OF WEST VIRGINIA LORRAINE A. BANNISTER United Bank Inc. 500 Virginia Street East Charleston, West Virginia 25301 My Commission Expires Feb. 12, 2018

"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.

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