



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
30 - Printing

Proc Folder: 35732

Doc Description: PRINTING AND MAILING OF WILD AND WONDERFUL MAGAZINE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-22	2014-10-28 13:30:00	CRFQ 0310 DNR1500000032	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

THE CHAPMAN PRINTING CO.
3000 WASHINGTON ST. W.
CHARLESTON, WV 25387
304-341-0676

11/18/14 01:24:24PM
West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
(304) 558-0468
dean.c.wingerd@wv.gov

Signature X

FEIN #

550717455

DATE

11/6/14

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Publication printing				

Comm Code	Manufacturer	Specification	Model #
82121506			

Extended Description :

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR ALL LABOR, MATERIALS, EQUIPMENT AND SUPPLIES FOR THE PRINTING AND MAILING OF THE "WONDERFUL WEST VIRGINIA" MAGAZINE, PER THE ATTACHED SPECIFICATIONS.

LINE NUMBER 1- Printing and mailing of Wonderful West Virginia magazine.

DNR1500000032	Document Phase Final	Document Description PRINTING AND MAILING OF WILD A ND WONDERFUL MAGAZINE	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☒ A MANDATORY PRE-BID meeting will be held at the following place and time:

West Virginia Division of Natural Resources
324 4th Avenue
South Charleston, WV 25303
Tuesday October 14, 2014 at 1:30pm

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: October 20, 2014 at 5:00pm

Submit Questions to: Dean Wingerd, Senior Buyer

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Dean.C.Wingerd@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

~~NOVEMBER 12~~

Bid Opening Date and Time: ~~October 28, 2014~~ at 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on 01/06/2015 and extends for a period of 01/05/2016 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐
☐
☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
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☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \$500.00 per day as referenced in section 6.1 of the specifications for each and every calendar day of delay. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information **WILL NOT BE HONORED**.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
33. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
34. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- ☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

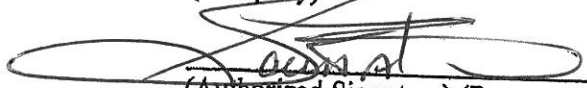
This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

THE CHAPMAN PRINTING CO
(Company)

 SVP SALES
(Authorized Signature) (Representative Name, Title)

304-341-0676 / 304-341-0688 11/6/14
(Phone Number) (Fax Number) (Date)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Natural Resources to establish an open-end contract for all labor, materials, equipment and supplies for printing and mailing of the "Wonderful West Virginia" magazine. The estimated quantity of copies per month is 30,000 subscriptions and 2,000 bulk, but may vary, as needed, and the number of copies to be printed will be ordered by the agency each month. Vendor shall not subcontract the actual printing and binding of the magazine or broker the actual printing and binding.

"Wonderful West Virginia" is a "show piece" publication where premier quality, four-color process printing is critical for color matches to digital image files. Four-color process subjects shall have accurately represented color matches. A fifth and sixth color may be required at the discretion of the editor. The magazine often contains reverse type areas and/or large solid areas where good, even ink coverage is mandatory.

Because "Wonderful West Virginia" is a "show piece" publication, very accurate registration is required. Finish and bindery operations shall be this same premier quality. Non-quality work is unacceptable and will be grounds for cancellation of the contract.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3, Subsection 1 below.
- 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit B and used to evaluate the RFQ.
- 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division.
- 2.4 **"FSC"** means **Forest Stewardship Council** which is an international not for-profit, multi-stakeholder organization established in 1993 to promote responsible management of the world's forests.
- 2.5 **"SFI"** means **Sustainable Forestry Initiative** which is a 'forest certification standard' and program of SFI Inc., a non-profit organization.
- 2.6 **"PEFC"** means **Programme for the Endorsement of Forest Certification (PEFC)** is an international, non-profit, non-governmental organization which

promotes sustainable forest management through independent third party certification.

- 2.7 "Agfa Sherpa" is shorted terminology for **Agfa Sherpamatic Large Format Printer** that allows for a variety of easy to print eye-popping displays, point-of-purchase materials, billboards, vehicle graphics, and backlight signage up to 100 inches wide.
- 2.8 "DPI" means **Dots per inch (DPI, or dpi)** is a measure of spatial printing or video dot density, in particular the number of individual dots that can be placed in a line within the span of 1 inch (2.54 cm).
- 2.9 "FTP" means **File Transfer Protocol** which is a standard network protocol used to transfer files from one host to another host over a TCP-based network, such as the Internet.
- 2.10 "Gang Separating" means to halftone or separate more than one image in only one exposure. To reproduce two or more different printed products simultaneously on one sheet of paper during one press run in an effort to reduce printing cost and paper waste.
- 2.11 "Rip Trapping" means **Raster Image Processing** is the process and the means of turning vector digital information such as a PostScript file into a high-resolution raster image.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Vendor Qualifications

- 3.1.1.1 References must be submitted with the bid as proof of ability to successfully print a monthly magazine for subscription and distribution.

Frequency of Publication

- 3.1.1.2 Twelve (12) issues per year. Special issues, or additional covers in excess of twelve (12), are as requested by the magazine section.

3.1.2 Number of Pages

- 3.1.2.1 Thirty-two (32) pages base inside, plus cover of four (4) pages. Optional eight (8) page signatures may be requested for special issues.
- 3.1.2.2 Either Aqueous coating or UV must be applied to outside front and back covers.

3.1.3 Printing Paper

- 3.1.3.1 Inside pages are to be 60 lb. grade 2 FSC certified stock gloss, or equal, 8.5" x 11" full. Cover must be 80 lb. grade 2 FSC certified cover gloss stock, or equal, 8.5" x 11" full. Bidder must submit a four color printing sample on both requested grades of paper.
- 3.1.3.2 Any proposed paper substitution must be stated in the bid, the substituted stock must maintain FSC certifications. Failure of bidder to provide alternate paper samples within two weeks (14 calendar days) of request from the West Virginia Purchasing Division will be cause for disqualification. Alternate paper samples may be submitted with the bid.

3.1.4 Ink

- 3.1.4.1 Four (4) color processes must be available throughout, fifth (5th) and sixth (6th) color may be required at the editor's discretion.
- 3.1.4.2 Inks must be soy based.

3.1.5 Color and In-House Photographic

- 3.1.5.1 Six (6) colors plus in-line coating and photographic studio work must be available by the vendor for all covers and inside pages. At the direction of the editor, the vendor must print black-and-whites or duotones for additional photos, screen, bars, etc., location and page

numbers will be specified by the editor for each edition. The vendor is responsible for providing and paying for the specified pages of color separations.

- 3.1.5.2 The editor or design firm will provide the vendor with high resolution files suitable for printing. The vendor will then provide digital high resolution color proofs such as Epson 9800 or equal to the editor. Editor will check digital proofs and the vendor will make corrections. The vendor must produce digital proofs (AGFA Sherpa) similar to Konica Minolta, BizHub, or Xerox 7000 and submit to editor to check for errors. If errors are found at this point "Wonderful West Virginia" magazine is responsible for charges.

3.1.6 Color Separations

- 3.1.6.1 The vendor's facilities must have the capabilities to digitally correct photo shop In Design files and digital image files. The capabilities must include photo retouching, color corrections, tints, vignettes, color trapping, and imposition.
- 3.1.6.2 "Wonderful West Virginia" is a "showpiece" magazine. Non-quality work is unacceptable and will be grounds for cancellation of the contract.
- 3.1.6.3 All digital file separations and proofs must become the property of the Division of Natural Resources. The vendor must store all material and digital files used in the publication, during the life of the contract and must have disaster recovery system in place.

3.1.7 Printing Process

- 3.1.7.1 Printer must be Tri-certified with FSC paper certification and a copy of the filed certificate must be submitted with the bid documents.
- 3.1.7.2 Must be sheet-fed offset lithography or equal. Quality of the publication is the primary concern. Minimum 175

line screen with hybrid (such as sublim) screening available.

3.1.8 Binding

3.1.8.1 Must be saddle stitched, 11'way with two long crown 5/8" stitches.

3.1.9 Editorial Assistance

3.1.9.1 The vendor must have professional staff, including professional layout person and qualified proofreader, to furnish consultation services to the editor.

3.1.10 Transaction Records

3.1.10.1 A transaction record form will be signed by the awarded vendor or the awarded vendor's representative and the editor or the editor's representative on these transactions:

- Vendor to provide high resolution digital proofs to editor.
- Vendor to send final digital file used for printing to designated person with WVDNR.
- Proofs will be checked, corrections marked and returned to the awarded vendor to make necessary corrections.
- Magazine to be printed and distributed. A minimum of 100 copies brought to the South Charleston DNR location to be distributed.

3.1.11 Editorial Alteration

3.1.11.1 Editorial alterations either in text or layout on final proofs shall be paid by the Division of Natural Resources in accordance with the following conditions: changes in text must be billed at vendor's actual hourly cost and detailed on invoice for the specific issue. Vendor errors on final proofs will not be paid under editorial alterations.

3.1.12 Production Time Requirements

3.1.12.1 Production time requirements are firm and essential. The vendor will receive all digital image files on a secure site. Equipment must be Macintosh compatible, latest version. Quark Xpress or InDesign highest current version, desktop publishing program, with in line tapping. After receiving complete layout of magazine on the secure site from the design firm or editor, the printer will provide the high resolution color proofs (Epson) along with digital proof (such as AGFA Sherpa) to the editor within four (4) working days. Editor to make any corrections and return both proofs to the printer within four (4) working days, printer shall make any corrections or alterations desired by the editor as marked on proofs. Vendor to then deliver to the editor for approval the final high resolution proof, digital dylux proof (Sherpa), within two (2) working days. If errors are found at this point, "Wonderful West Virginia" magazine is responsible for any charges.

3.1.12.2 The vendor shall offer typesetting and graphic design services if required. The vendor is responsible for having typesetting errors corrected by a qualified proofreader before furnishing proofs to the editor; proofs must be 99.9 percent free of typesetting errors.

3.1.13 Post Card Insert

3.1.13.1 Subscription order form post card inserts are to be supplied by the vendor. The vendor will print and bind one form, consisting of two (2) postcards and additional flap, into all copies of all issues of the magazine. A three-month supply of forms can be printed at a time, and test and design will be changed periodically. Overall size: 12" x 10" printed two sides, one color process. Paper to be 90 lb. White index; two perforations.

3.1.14 Subscriber Final Expiration Notices

3.1.14.1 Final issue notices – magazines destined for subscribers receiving their final issue will be bound with an 11"x 17" 90 lb. white index sheet of paper printed two sides, two color, advising them of their final issue. Post card perforation 3 5/8" x 6" lower right hand corner back fold. Addresses are to be printed directly on the sheet using an

inkjet or similar system. Approximately 1,000 notices per monthly issue period. The format and text of final issue notices, is subject to change on a quarterly basis. Vendor may print quarterly in quantities as needed.

3.1.15 Option For Editorial, Typesetting and Layout Services

3.1.15.1 In the event the editor does not provide the vendor with a complete computer-produced final layout, the vendor will be responsible for providing the final layout and graphic design each month for the editor. This will include the following:

- The vendor will provide the editor with a list of typefaces available for use in the magazine, including roman, italic, bold, extended and condensed type.
- The editor will furnish most text through digital files. The vendor must offer typesetting and graphic design services and equipment which must be Macintosh, system software must match editor in Quark Xpress, InDesign current version, or other software to match editor, with in line trapping.
- Digital image files will be furnished.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages in Attachment B by filling in the bid prices on pages 1 – 8, which will be the prices included in the awarded contract. Pages 9 – 10 includes a hypothetical issue upon which the total bid will be calculated and awarded. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Printing and mailing of the magazine must be completed within twenty-two (22) working days after receipt of the editor's layout, all photographs and art work, corrected galley proofs, and all additional copy to be typeset. It is hereby understood and agreed by the vendor that time is of the essence in the delivery of supplies, services, materials or equipment of the character and quality specified in the bid document. In the event these specified supplies, services, materials or equipment are not delivered by the date specified, there will be deducted, not as a penalty but as liquidated damages, the sum of \$500.00 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence or default on the part of the State of West Virginia, public enemy, war, embargo and fire or explosion not caused by the negligence or intentional act of the contractor or their supplier(s), or by riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or their supplier(s) a reasonable extension of time as the state deems appropriate may be granted.

6.1.1 In order for the state to derive benefit from this publication, a strict delivery schedule must be maintained. Any vendor unable to fulfill the requirements of delivery and service as specified herein will be disqualified.

For bidding purposes only, please see the sample schedule:

First set of proofs in PDF format to DNR near the 10th of each month. The expected turnaround is 2-3 days from the date of receipt. For example, a January publication date would fall on the 10th of November.

Advertisements obtained by the DNR are due to the editorial vendor from the DNR by the 1st of the month, 2 months prior to the publication date. For example, a January publication date would be November 1st. The editorial vendor needs these in order to meet the 10th of the month deadline specified in 5.5.1.

Editorial vendor sends complete, corrected file to print vendor electronically (uploading to printer website) by approximately the 16th of the month.

Print vendor produces and delivers to DNR and editorial vendor digital color proofs within 3 business days of receipt of file, on approximately the 19th of the month. Printer will not produce color proofs if any elements (e.g., ads, photographs) are missing from the file.

DNR and editorial vendor proofread color proofs. Editorial vendor makes corrections to final file and forwards it to print vendor within 2 business days of receipt, on approximately the 21st of the month.

Editorial vendor meets with print vendor to make final color adjustments and approve printing of magazine on approximately the 22nd of the month.

Printer plates and runs magazine on 27th, 28th, and 29th of the month. (Printing Contractor)

Printer sends printed pages to bindery office for folding, gathering, stitching, and trimming on the 30th, 31st, and 1st of the month. (Printing Contractor)

Printer sends magazine for labeling on the 2nd of the month. (Printing Contractor)

Magazine is mailed on or about the 7th or 8th of the month. (Printing Contractor)

6.2 Late Delivery: Upon receipt of a written request and justification for an extension from the vendor, the state may extend the time for performance of the contract or delivery of goods herein specified at the state's sole discretion for good cause shown.

6.3 Delivery Payment/Risk of Loss: The vendor will be responsible for all services required for the mailing of the magazine to subscribers and newsstand distributors,

including the payment of postage each month to the post office. The vendor may subcontract these responsibilities to a mailing company approved by the editor.

The circulation staff of the magazine will do mailing list maintenance. The circulation staff will also provide the mailing list file to the printer or the printer's subcontractor via electronic media.

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

6.3.1 Addressing and mailing: this charge will be based on the number of magazines mailed each month. The printer or printer's subcontractor will *CASS* certify and computer pre-sort the mailing list file to postal regulations governing the preparation of periodicals mailings. Sorting is to include carrier route and automation schemes to provide maximum postage discounts to the publisher.

The magazine office will provide the mailing list file to the printer or printer's subcontractor in an electric format acceptable to vendor. The vendor or vendor's subcontractor will then divide the list into the following categories and process accordingly:

Currently the magazine is distributed only to the fifty (50) states and currently Guam and Puerto Rico.

- **Magazines destined for current subscriber in the domestic United States:** magazines destined for domestic subscribers not receiving their final issue will have the full delivery address printed directly on the back cover using an inkjet or similar system. Shipments to be bundled, sacked, and delivered to the nearest sectional center facility post office.
- **Final issue notices:** magazines destined for subscribers receiving their final issue will be bound with an 11" x 17" 90 lb. White index sheet of paper printed two colors; two sided, advising them of their final issue. Post card perforation 3 5/8" x 6" lower right hand corner back fold. Addresses are to be printed directly on the sheet using an inkjet or similar system (or polybagged addressed and mailed).

6.3.2 Postage: The printer or the printer's subcontractor will generate all paperwork necessary for the entry of the mail into the sectional center

facility and the mailing will use the Division of Natural Resources indices. The forms necessary are:

- Form 3533 (coding accuracy support system summary report)
- Form 3541-(x) (periodicals postage statement)
- Zip code analysis report

- 6.3.3 Drop shipments:** the magazine office will provide a list in an electronic format acceptable to the vendor, for magazines destined for newsstand distributors or other bulk mailings. The printer or printer's subcontractor will generate pressure sensitive labels from this list. Labels are to include the specified number of copies enclosed and the delivery address. There are approximately 52 locations receiving up to 550 copies per location for a total of approximately 2100 copies. These copies are to be placed in envelopes or cardboard cartons with destination address labels affixed. The printer is to provide envelopes or cartons. Attached is an copy of the print out for drop shipments (ATTACHMENT A).
- 6.3.4 Surplus and copies to editorial office:** immediately upon completion of the binding of the magazine each month, the printer must ship, prepaid, inside delivery--via his own truck, united parcel service, or an over-night delivery service--100 copies to the editor and 100 copies WVDNR at 324 4th Avenue, South Charleston, WV 25303.
- 6.3.5** After all copies have been mailed to subscribers, newsstands, etc.; the printer will ship the surplus magazines to the magazine warehouse located at 90 MacCorkle Avenue, SW, South Charleston, WV 25303. Vendor shall prepay all shipping charges to include inside delivery to the magazine's warehouse. Surplus must be packed in sturdy, covered and sealed boxes. Each box must contain 100 magazines or less and be marked with the month of issue and number of magazines.
- 6.3.6 Freight and postage charges:** the magazine will reimburse the printer for actual UPS and other freight and postage charges for all magazines. Any freight or postage charges must be itemized on monthly invoices with receipts attached. If printer's own truck is used, charges may not exceed those which would be charged by a freight company for the same service.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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Printing and mailing of "Wonderful West Virginia" Magazine

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- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: LARRY MARTIN
Telephone Number: 304-341-0676
Fax Number: 304-341-0688
Email Address: LMARTIN@CHAMPION-INDUSTRIES.COM

ATTACHMENT A

<u>Name and Address</u>	<u>Quantity</u>	<u>Name and Address</u>	<u>Quantity</u>
BABCOCK STATE PARK HC 35 BOX 150 CLIFFTOP, WV 25831	8	BERKELEY SPRINGS STATE PARK 2 SOUTH WASHINGTON ST BERKELEY SPRINGS, WV 25411	6
BLUESTONE STATE PARK ATHENS STAR ROUTE HINTON, WV 25951	12	BOOKS-A-MILLION ATTN: BECKY 212 RHL BLVD. DUDLEY FARMS PLAZA CHARLESTON, WV 25309	20
CASS SCENIC RAILROAD STATE PARK BOX 107 CASS, WV 24927	8	CENTRE FOUNDRY ATTN: MARY ANN HEIL 74 WARWOOD AVENUE WHEELING, WV 26003	50
DID'S DESIGN 305 EAST STREET MIDDLEBOURNE, WV 26149	12	EPPYS DRUG STORE ATTN: DON MILLER 2987 ROBERT C BYRD DR BECKLEY, WV 25801	5
FRIENDS GIFT SHOP WVU HOSPITALS 8075 MEDICAL CENTER DR MORGANTOWN, WV 26506	25	FULKS RUN GROCERY ATTN: MARY ANN YARSINSKE 11441 BROCKS GAP ROAD FULKS RUN, VA 22830	5
GREENBRIER STATE FOREST HC 30 BOX 154 CALDWELL, WV 24925	5	HAWKS NEST STATE PARK PO BOX 857 ANSTED, WV 25812	24
L & M MARKET ATTN: GREG BOHRER ROUTE 50 EAST AUGUSTA, WV 26704	10	LONG MOUNTAIN GENERAL STORE ATTN: JULIE HC 69 BOX 18-A FRANKLIN, WV 26807	
MASON CO CONVENTION VISTORS DENNY BELLANY 210 VIAND ST PT. PLEASANT, WV 25550	12	MOUNTAIN TREASURERS 1 NORTH MAIN STREET PHILIPPI, WV 26416	4
NORTH BEND STATE PARK RR1 BOX 221 CAIRO, WV 26337	12	PAR MAR OIL COMPANY ATTN: MARLENE JACKSON 701 CHELSEA STREET SISTERSVILLE, WV 26175	5

<u>Name and Address</u>	<u>Quantity</u>	<u>Name and Address</u>	<u>Quantity</u>
BLACKWATER FALLS STATE PARK DAVIS, WV 26260	12	SERVICE WIRE COMPANY 310 DAVIS ROAD CULLODEN, WV 25510	250
CACAPON STATE PARK 818 CACAPON LODGE DR BERKELEY SPRINGS, WV 25411	15	SOUTHSIDE DEPOT ATTN: PHYLLIS COLE 128 SOUTH MAIN STREET PETERSBURG, WV 26847	6
COAL HERITAGE HWY AUTHORITY 100 SIMMONS STREET BRAMWELL, WV 24715	3	THE BAVARIAN INN 164 SHEPHERD GRADE ROAD SHEPHERDSTOWN, WV 25443	80
FORT ASHBY BOOKS PO BOX 630 RT 28N FORT ASHBY, WV 26719	5	TRENTS GENERAL STORE C/O ROBERT ERVINE 305 OLD RT 28 RD ARBOVALE, WV 24915	5
GOVERNOR'S OFFICE ATTN: KATHY BURDETTE BUDGET OFFICE RM 25 CHARLESTON, WV 25305	325	VALLEY PHARMACY ATTN: DARLENE LAYMAN ROUTE 7 REEDSVILLE, WV 26547	8
JANE LEW RESTAURANT 1000 HACKERS CR RD JANE LEW, WV 26378	7	WEST VIRGINIA PARWAYS AUTHORITY 500 VAN KIRK DRIVE BECKLEY, WV 25801	36
LOST RIVER STATE PARK MATHIAS, WV 26812	8	WV PUBLICATIONS CLEARINGHOUSE - LIBRARY CULTURAL CENTER - BILLE DELONG CHARLESTON, WV 25305	20
NEW MARTINSVILLE SCHOOL LIBRARY ATTN: MELISSA WHITE 20 EAST BENJAMIN DR. NEW MARTINSVILLE, WV 26155	6	SHARP'S COUNTRY STORE ATTN: TOM SHIPLEY 35087 SENECA TRAIL SLATYFORK, WV 26291	225
PEOPLES NEWS ATTN: DAN STEPHAN, JR 1624 BLIZZARD DRIVE PARKERSBURG, WV 26101	25	STONEWALL RESORT ATTN: MYRA HUGHES, ROOMS DIRECTOR 940 RESORT DR ROANOKE, WV 26447	225
REED'S DRUG STORE ATTN: MARK REED 41 PIN OAK LANE KEYSER, WV 26726	5		

<u>Name and Address</u>	<u>Quantity</u>	<u>Name and Address</u>	<u>Quantity</u>
THE BOOK EXCHANGE - MGTN ATTN: JENNIFER FLEMING 152 WILLEY STREET MORGANTOWN, WV 26505	6	WEST VIRGINIA DEVELOPMENT OFFICE BLDG 6, ROOM 645 CHARLESTON, WV 25305	100
TWIN FALLS STATE PARK MULLESN, WV 25882	12	WV MARKET PLACE ATTN: CLARE 800 SMITH STREET CHARLESTON, WV 25301	12
WATOGA STATE PARK BURR ROUTE MARLINTON, WV 24954	10		
WEST VIRGINIA TOURISM ATTN: ACCOUNTS PAYABLE 90 MACCORKLE AVE SW SO. CHARLESTON, WV 25303	100		
WV LIBRARY COMMISSION CULTURAL CENTER ATTN: ANGIE WOLFE 1900 KANAWHA BLVD. E CHARLESTON, WV 25305	3		
SOURCE INTERLINK DISTRIBUTION DISTRO CENTER 1850 COLONIAL VILLAGE LANE LANCASTER, PA 17601	550		
TAYLOR BOOKS 226 CAPITOL STREET CHARLESTON, WV 25301	15		
THE JAMES AND LAW CO. ATTN: BOB ALLMAN 217 WEST MAIN STREET CLARKSBURG, WV 26301	5		
TYGART LAKE STATE PARK ROUTE 1, BOX 260 GRAFTON, WV 26354	6		

ATTACHMENT B
Pricing Page

Base bid

Base bid includes printing magazine, printing subscription order form post card inserts, printing final subscription notices, binding, mailing, and everything else except the following additional charges:

Lump sum: price of 30,000 copies of one issue. For purposes of base bid submission, each copy consists of thirty-two (32) pages plus cover with subscription order form post card inserts and 1,000 final subscription notices:

\$ 14,086.00

Additional copies, per 1,000:	+\$ 402.00
Additional copies per 5,000:	+\$ 2010.00
Additional copies per 10,000:	+\$ 4021.00
Additional copies per 20,000:	+\$ 8042.00
Decrease copies per 1,000:	-\$ 430.00
Decrease copies per 5,000:	-\$ 2150.00
Decrease copies per 10,000:	-\$ 4300.00
Decrease copies per 20,000:	-\$ 8600.00

Note: increase and decrease cost quoted is for additional/decrease copies is for copies ordered in advance and run at the same time as original order.

Option for reprint of past issues:

Occasionally there may be a need to reprint past issues of the magazine. Vendor is to quote cost for reprinting from materials already in their possession during the life of this contract:

	Per Issue
Reprint 1,000 copies	+ \$ 2215.00
Reprint 5,000 copies	+ \$ 3843.00
Reprint 10,000 copies	+ \$ 5809.00
Reprint 20,000 copies	+ \$ 9843.00
Reprint 30,000 copies	+ \$ 13877.00
Reprint 40,000 copies	+ \$ 17911.00
Reprint 50,000 copies	+ \$ 21944.00

Cost Defined as follows:

Number of Copies x per Issue Price (from above) = Price Paid

Option for reprint of an article:

Occasionally there may be a need to reprint an article, of a few pages, from the magazine. Vendor is to quote cost for reprinting from materials already in their possession during the life of this contract:

	Per Page
Reprint 1,000 copies	+ \$ 427.05
Reprint 5,000 copies	+ \$ 614.25
Reprint 10,000 copies	+ \$ 809.25
Reprint 20,000 copies	+ \$ 1571.05
Reprint 30,000 copies	+ \$ 1940.90
Reprint 40,000 copies	+ \$ 2310.75
Reprint 50,000 copies	+ \$ 2680.60

Cost Defined for reprinting is calculated as follows:

Number of copies x 4 pages x \$ per Page (from above) = Price Paid

Additional 8-page signatures

The editor may request additional eight-page signatures for special issues.

30,000 copies of one (1) additional eight-page signature:

\$ 3540.55

Additional copies, per 1,000 signature:	+\$ 92.30
Additional copies, per 5,000 signature	+\$ 461.50
Additional copies, per 10,000 signature:	+\$ 923.00
Additional copies, per 20,000 signature:	+\$ 1846.00
Decrease copies, per 1,000 signature:	-\$ 160.80
Decrease copies, per 5,000 signature:	-\$ 804.00
Decrease copies, per 10,000 signature:	-\$ 1608.00
Decrease copies, per 20,000 signature:	-\$ 3216.00

Note: increase and decrease cost quoted is for additional/decrease copies is for copies ordered in advance and run at the same time as original order.

Editorial alterations:	\$ 39.00 hour
------------------------	---------------

Additional charge for preliminary color corrections or artwork

Photo retouching and color corrections to be quoted separately:

\$ 39.00 per hour.

Additional charge for fifth and sixth color

Vendor must provide a fifth color and sixth color on the cover and/or inside pages whenever specified by the editor. Quote price per unit (such as hourly rate, number of magazines, or by whatever unit the charge would be determined). Quotation must name the unit to be used in figuring the charge for the use of a fifth and sixth color:

Fifth color cover:	\$ 100.00
Fifth color inside page:	\$ 300.00
Fifth color 8 page signature:	\$ 300.00
Sixth color cover:	\$ 100.00
Sixth color inside page:	\$ 700.00
Sixth color 8 page signature:	\$ 700.00

Additional charges for mailing

The following additional mailing charges are to be quoted per thousand copies of magazine, excluding postage and material--note: vendors whose binding operations are outside the Charleston, WV, area must include the transportation costs to the post office in their base bid.

<p><u>Domestic (united states) addresses</u>--magazines destined for domestic subscribers not receiving their final issue will have the full delivery address printed directly onto the back cover using an inkjet or similar system. The printer or printer's subcontractors will CASS (Coding Accurate Support System) certify and computer presort the mailing list file to postal regulations governing the preparation of periodicals mailings. Sorting is to include carrier route and automation schemes to provide maximum postage discounts to the publisher. Magazines are to be bundled, sacked, and delivered to the Charleston, WV <u>sectional center facility post office</u>.</p>	<p>+ \$ 38.31</p>
<p><u>Additional charges for drop shipments</u></p>	
<p>Vendor will supply cartons, affix labels, and <u>drop ship</u> all bulk shipment from list furnished by magazine office. Quote price per carton, <u>excluding freight charges</u>:</p>	<p>+ \$ 6.00Ctn</p>

Subscription gift cards

Continuous one-part post card 90 lb. White index to be printed in 4-color on front. One process color on back. Bleeds, none. Varnish, none.

Form size to be 4" x 6". Width ½" perforated left and right with a horizontal perforation between each card. Paper stock to be cast coated one side cover.

Production time requirement: cards must be delivered to the magazine office no later than eight weeks from date the release order (WV-39) is *received* by the vendor

Base bid

5,000 - gift card - blank address picture - holiday/winter scene ink - red	+ \$ 554.00
15,000 - gift card - blank address picture - four season scene ink - black	+ \$ 799.00

Cost per reorder

1,000 - gift card - holiday/winter scene	+ \$ 427.00
5,000 - gift card - holiday/winter scene	+ \$ 554.00
10,000 - gift card - holiday/winter scene	+ \$ 678.00
15,000 - gift card - holiday/winter scene	+ \$ 799.00
1,000 - gift card - four season	+ \$ 427.00
5,000 - gift card - four season	+ \$ 554.00
10,000 - gift card - four season	+ \$ 678.00
15,000 - gift card - four season	+ \$ 799.00

Note: post cards must not be printed unless an order is placed against this contract.

Overruns may be accepted but will not be paid for.

Subcontractors

A maximum of one subcontractor will be permitted under the mailing portion of this contract. The names and addresses of any subcontractor must be listed below, along with the specific jobs to be performed:

Subcontractor (mailing only)

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

Price adjustment, if editor does not provide final layout

Enter amount by which the base bid would increase if editor does not provide the complete, computer-produced, final layout to the printer.	\$
--	----

Award procedure**"Wonderful West Virginia" magazine Division of Natural Resources**

The award of the printing and mailing contract for "Wonderful West Virginia" magazine will be based on adherence to specifications and ability to deliver a high-quality product. The lowest overall bid will be determined by calculating the base bid plus or minus the unit prices bid for each item based on the following hypothetical issue which is typical of orders placed under the current contract.

Evaluation of bid prices

When evaluating bid prices, all of the charges itemized in the hypothetical issue which follows will be considered plus the base bid for gift cards.

Calculation of total bid price

One total bid figure will be calculated for each vendor based upon the sum of the breakdown of charges for printing the hypothetical issue of the magazine plus the base bids for gift cards.

SEE NEW PAGE BEHIND THIS PAGE

Subcontractors

A maximum of one subcontractor will be permitted under the mailing portion of this contract. The names and addresses of any subcontractor must be listed below, along with the specific jobs to be performed:

Subcontractor (mailing only)

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

Award procedure

"Wonderful West Virginia" magazine Division of Natural Resources

The award of the printing and mailing contract for "Wonderful West Virginia" magazine will be based on adherence to specifications and ability to deliver a high-quality product. The lowest overall bid will be determined by calculating the base bid plus or minus the unit prices bid for each item based on the following hypothetical issue which is typical of orders placed under the current contract.

Evaluation of bid prices

When evaluating bid prices, all of the charges itemized in the hypothetical issue which follows will be considered plus the base bid for gift cards.

Calculation of total bid price

One total bid figure will be calculated for each vendor based upon the sum of the breakdown of charges for printing the hypothetical issue of the magazine plus the base bids for gift cards.

REVISED PAGE FROM ADDENDUM # 2

IMPORTANT!

Hypothetical issue upon which total bid will be calculated and awarded:

Printing and binding:

Number of copies ordered: 30,000

Charge for 30,000 copies (base bid)	\$ 14,086.00	A
Less 2,000 copies	-\$ 860.00	A
<u>Preliminary color correction charges:</u> 2 hours:	\$ 78.00	A
<u>Charge for fifth color:</u> on masthead on front cover on 2 inside pages:	\$ 400.00	A
<u>Editorial alterations:</u>	\$ 0	A
<u>Mailing charges:</u> (do not include postage and freight charges)		
28,000 copies, domestic addresses – full delivery Addresses printed directly on the back cover of Magazine using an inkjet or similar system:	\$ 1072.68	A
1,000 copies, (final) subscription expiration notices – Those to be bound with an 11" x 17" 90lb. index sheet of paper advising them of their final issue. Post card perforation 3 5/8" x 6" lower right hand corner back fold. Addresses are to be printed directly on the sheet using an inkjet or similar system	\$ 0	A
<u>Drop shipments:</u>		
Pack 2,000 magazines into twenty (20) cartons (100 magazines per carton) and address with labels & ship:	\$ 120.00	A
100 copies shipped to editor immediately upon completion of the binding of the magazine and 100 copies to the DNR office:	\$ 0	A
2,200 surplus copies to be shipped to the magazine warehouse, Tourism Building, 90 MacCorkle Avenue, SW, South Charleston, WV 25303 (cartons to be supplied by printer, labeled with the month of issue and numbered in each carton):	\$ 132.00	A
The sum of all charges listed above plus the bid price for 5,000 gift card – blank address; picture holiday/winter scene ink red and 15,000 gift card – blank address; picture – four season scene ink black will be added to hypothetical monthly issue to obtain the total	\$ 16,381.68	B

cost for evaluation purposes.		
Hypothetical issue total:	\$ 15,028.68	Sum A
Plus gift card base bid:	\$ 1353.00	Sum B
Total bid:	\$ 16,381.68	A+B

The West Virginia Division of Natural Resources reserves the right to request additional information and supporting documentation regarding unit prices when the unit appears to be unreasonable.



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
30 - Printing

Proc Folder: 35732

Doc Description: ADDENDUM NO. 1 PRINTING, MAILING WILD AND WONDERFUL MAGAZINE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-21	2014-11-12 13:30:00	CRFQ 0310 DNR1500000032	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

THE CHAPMAN PRINTING CO
3000 WASHINGTON ST. W.
CHARLESTON WV 25387
304-341-0676

RECEIVED
OCT 27 2014

BY: _____

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
(304) 558-0468
dean.c.wingerd@wv.gov

Signature X

FEIN # 550717455

DATE

11/6/14

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Publication printing	0.00000			

Comm Code	Manufacturer	Specification	Model #
82121506			

Extended Description :

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR ALL LABOR, MATERIALS, EQUIPMENT AND SUPPLIES FOR THE PRINTING AND MAILING OF THE "WONDERFUL WEST VIRGINIA" MAGAZINE, PER THE ATTACHED SPECIFICATIONS.

LINE NUMBER 1- Printing and mailing of Wonderful West Virginia magazine.

DNR1500000032	Document Phase Draft	Document Description ADDENDUM NO. 1 PRINTING, MAILI NG WILD AND WONDERFUL MAGAZINE	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ 0310 DNR1500000032

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

- 1) TO CHANGE THE BID OPENING DATE FOR THIS CRFQ TO NOVEMBER 12, 2014 AT 1:30 P.M. EST.
- 2) TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR1500000032

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.


Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.


Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.



Company


SVP Sales
Authorized Signature
10/27/14

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
30 - Printing

RECEIVED
OCT 30 2014

BY: _____

Proc Folder: 35732

Doc Description: ADDENDUM NO. 2 PRINTING, MAILING WILD AND WONDERFUL MAGAZINE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-27	2014-11-12 13:30:00	CRFQ 0310 DNR1500000032	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

THE CHAMBER PRINTING CO.
3000 WASHINGTON ST. W
CHARLESTON WV 25387
304-341-0676

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
(304) 558-0468
dean.c.wingerd@wv.gov

Signature X

FEIN #

530717455

DATE

11/6/14

All offers subject to all terms and conditions contained in this solicitation

SOLICITATION NUMBER: CRFQ DNR1500000032

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To provide a copy of the Pre-Bid meeting sign-in sheet for this solicitation.
2. To provide responses to vendor questions submitted regarding this solicitation.
3. To modify the original specifications published with this solicitation as follows, REMOVE Section (3.1.15.1) in its entirety, REMOVE Section (3.1.9.1) in its entirety, REMOVE this statement from Page 45 under the Section of the Pricing Page labeled "Subcontractors". "Price adjustment, if editor does not provide final layout." A new page 45 of the RFQ is attached.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Solicitation No.
CRFQ 0310 DNR1500000032
Printing and Mailing of Wild & Wonderful Magazine

SIGN IN SHEET

PLEASE PRINT

Page 1 of 1

Date: 10/14/2014

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>The Chapman Printing Co</u>		PHONE <u>740-350-5748</u>
Rep: <u>Larry Martin</u>		TOLL
Email Address: <u>Lmartin@Champion-Industries.com</u>		FREE
		FAX
Company: <u>THE CHAPMAN PRINTING CO</u>		PHONE
Rep: <u>SCOTT A KITCHEN</u>		TOLL
Email Address: <u>SKITCHEN@CHAMPION-INDUSTRIES.COM</u>		FREE
		FAX
Company: <u>MORGAN DOW PRINTING & BINDING</u>		PHONE
Rep: <u>ALAN KUHLMAN</u>		TOLL
Email Address: <u>AKUHLMAN@MPB.COM</u>		FREE
		FAX
Company: <u>Bryan Hoffman DNR</u>		PHONE
Rep: <u>DNR</u>		TOLL
Email Address: <u>Bryan.M.Hoffman@wv.gov</u>		FREE
		FAX
Company: <u>DNR</u>		PHONE
Rep: <u>Angie Neyley</u>		TOLL
Email Address: <u>Angela.W.Neyley@wv.gov</u>		FREE
		FAX



PHONE (304) 341-0676
1-800-824-6620
FAX (304) 341-0688
CELL (740) 350-5748

LARRY K. MARTIN
Sales Representative

THE CHAPMAN PRINTING COMPANY, INC.

A Division of Champion Industries, Inc.
3000 WASHINGTON ST. W. • P.O. BOX 2029
CHARLESTON, WEST VIRGINIA 25387
email: lmartin@champion-industries.com



PHONE (304) 341-0676
1-800-824-6620
FAX (304) 341-0688
CELL PHONE (304) 415-3231

SCOTT A. KITCHEN
Senior Vice President of Sales

THE CHAPMAN PRINTING COMPANY, INC.

A Division of Champion Industries, Inc.
3000 WASHINGTON ST. W. • P.O. BOX 2029
CHARLESTON, WEST VIRGINIA 25387
email: skitchen@champion-industries.com



ALAN KUHLMAN
Account Manager

316 Lee Street West
Charleston, WV 25302
1-888-292-0001

Ph: 304-343-0161
Cell: 304-741-3550
Fax: 304-345-0644
akuhlman@mp-b.com

CRFQ 0310 DNR1500000032
 Printing and Mailing of Wonderful WV Magazine
 Vendor Questions

- Q.1. ITEM 6.1 Delivery Time: QUESTION: As per the specs. it describes 22 working days after editor's layout, photo's, art work, galley proofs, additional copy to be typeset.
 The clarification is would these specs. be incorrect because you would be supplying completed electronic files ready to begin production of which is not included in the 22 working days.
- A. 1. The 22 days is counted from the spec "Editorial vendor sends complete, corrected file to print vendor electronically (uploading to printer website) by approximately the 16th of the month until the magazine is mailed in the last spec under Section 6.1.1 "Magazine is mailed on or about the 7th or 8th of the month. From the 16th of one month, until the 7th or 8th of the next month, accumulate approximately 22 days. The magazine must be kept at or as close to this schedule as possible.
- Q. 2. ITEM 3.1.15 Option For Editorial, Typesetting and Layout Services
 QUESTION: 3.1.15.1 If you are providing the magazine designed ready for print what purpose is this part of the bid? Is it intended to be back up? If so where is the line item area for pricing? And if utilized this would not be a part of the 22 days for print production?
- A. 2. Agreed we are removing 3.1.15.1 from the bid in its entirety. In addition we are modifying page 45 of the RFQ pricing sheet to remove the section titled ""Price adjustment, if editor does not provide final layout". A new page 45 of the RFQ is attached.
- Q. 3. ITEM 3.1.9 Editorial Assistance
 QUESTION: 3.1.9.1 Is this over and above what should be coming already executed from the design firm that is creating the final files? Or in the event we are doing ITEM 3.1.15.1?
- A. 3. Agreed we are removing 3.1.9.1 from the bid in its entirety.
- Q. 4. ITEM 3.1.7 Printing Process
 QUESTION: 3.1.7.1 If not FSC certified will you be allowing the time to obtain the certificate? Follow up question FSC has nothing to do with the printing process for color quality. Wouldn't a Master G-7 Color Certification, which provides a high level of color management and calibration, provide the show piece quality you are requesting? Again FSC certified does nothing to ensure color management (G-7 Certification does). Most all papers used by printers are FSC papers and you do not have to be certified to print on them thus my question is why is it needed on this bid?
- A. 4. "FSC" stands for Forest Stewardship Council which is an international not for-profit multi-stakeholder organization established in 1993 to promote responsible management of the world's forests. FSC developed a rigorous set of environmental and social criteria for sustainably managing forests, as well as strict chain-of-custody standards for pulp and paper mills, printers, and other wood product industries. Those that meet the FSC's high standards and undergo regular, independent audits may become FSC certified. While controversial forestry often

harms or destroys forest ecosystems, with FSC, the emphasis is on management approaches that conserve and restore these vital ecosystems. FSC-certified paper starts in an FSC certified forest. From the forest to the mill to the printer, wood destined to become FSC-certified paper is tracked and handled by FSC-certified chain-of-custody operators at every step of the process. That way, consumers can be sure that the end-product paper contains responsibly grown and harvested material only.

The WVDNR agrees that FSC paper probably does not change the color quality of the printed material but as a State of WV agency committed to natural resource conservation we feel it important to choose FSC-certified paper for the magazine.

The WVDNR is amending 3.1.7.1 to read. "Printer must be able to provide a copy of dual certification for FSC, and SFI within 9 months of contract award. If they are not able to obtain the certification an option for renewal of the contract will not be granted and the contract will be re-bid. Although 9 months is being granted the earliest adoption date of the FSC certification is the most advantageous to both the printer and publisher."

Subcontractors

A maximum of one subcontractor will be permitted under the mailing portion of this contract. The names and addresses of any subcontractor must be listed below, along with the specific jobs to be performed:

Subcontractor (mailing only)

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

Award procedure**"Wonderful West Virginia" magazine Division of Natural Resources**

The award of the printing and mailing contract for "Wonderful West Virginia" magazine will be based on adherence to specifications and ability to deliver a high-quality product. The lowest overall bid will be determined by calculating the base bid plus or minus the unit prices bid for each item based on the following hypothetical issue which is typical of orders placed under the current contract.

Evaluation of bid prices

When evaluating bid prices, all of the charges itemized in the hypothetical issue which follows will be considered plus the base bid for gift cards.

Calculation of total bid price

One total bid figure will be calculated for each vendor based upon the sum of the breakdown of charges for printing the hypothetical issue of the magazine plus the base bids for gift cards.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR150000032

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.


Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.


Addendum Numbers Received:

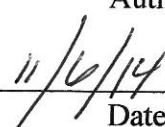
(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.



 Company


 Authorized Signature


 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
30 - Printing

Handwritten signature/initials

Proc Folder: 35732

Doc Description: ADDENDUM NO.3-clarify response/extend bid opening -Magazine

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-11-10	2014-11-18 13:30:00	CRFQ 0310 DNR1500000032	4

BID CLERK

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON
US

WV 25306

Vendor Name, Address and Telephone Number:

THE CHAPMAN PRINTING CO
3000 WASHINGTON ST. W
CHARLESTON WV 25387
304-341-0676

Post-it* Fax Note	7671	Date	11/10/14	# of pages	5
To	DNR 15*32 Vendors				
Co./Dept.	From				
Phone #	Co.				
Fax #	Phone #				
	Fax #				

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
(304) 558-0468
dean.c.wingerd@wv.gov

Signature X

Handwritten signature

FEIN #

550717455

DATE

11/17/14

All offers subject to all terms and conditions contained in this solicitation

DIVISION OF NATURAL RESOURCES
 ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE
 324 4TH AVE
 SOUTH CHARLESTON WV25303-9730
 US

STATE OF WEST VIRGINIA
 JOBSITE - SEE SPECIFICATIONS
 No City WV 99999
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Publication printing				

Comm Code	Manufacturer	Specification	Model #
82121506			

Extended Description :

Addendum No. 3 - to clarify a response to a vendor question issued on the previous addendum dated 10/27/14 and extend the bid opening from 11/12/14 to 11/18/14. The bid opening time remains at 1:30 pm.

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR ALL LABOR, MATERIALS, EQUIPMENT AND SUPPLIES FOR THE PRINTING AND MAILING OF THE "WONDERFUL WEST VIRGINIA" MAGAZINE, PER THE ATTACHED SPECIFICATIONS.

LINE NUMBER 1- Printing and mailing of Wonderful West Virginia magazine.

SOLICITATION NUMBER: DNR1500000032**Addendum Number: 3**

The purpose of this addendum is to modify the solicitation identified as DNR1500000032 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [X] Modify bid opening date and time
- ☐ [] Modify specifications of product or service being sought
- ☐ [] Attachment of vendor questions and responses
- ☐ [] Attachment of pre-bid sign-in sheet
- ☐ [] Correction of error
- ☒ [X] Other

Description of Modification to Solicitation:

1. To clarify a response to a vendor question issued on the previous addendum dated 10/27/14.
2. The bid opening has moved from 11/12/2014 to 11/18/2014. The bid opening remains at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ 0310 DNR1500000032

ADDENDUM NO. 3

Printing and Mailing of Wonderful WV Magazine

1. To remove Question 4 and the response in its entirety issued under Addendum No. 2 dated 10/27/2014 and replace with the following:

Q. 4. ITEM 3.1.7 Printing Process

QUESTION: 3.1.7.1 If not FSC certified will you be allowing the time to obtain the certificate? Follow up question FSC has nothing to do with the printing process for color quality. Wouldn't a Master G-7 Color Certification, which provides a high level of color management and calibration, provide the show piece quality you are requesting. Again FSC certified does nothing to ensure color management (G-7 Certification does). Most all papers used by printers are FSC papers and you do not have to be certified to print on them thus my question is why is it needed on this bid?

- A. 4. "FSC" stands for Forest Stewardship Council which is an international not for-profit multi-stakeholder organization established in 1993 to promote responsible management of the world's forests. FSC developed a rigorous set of environmental and social criteria for sustainably managing forests, as well as strict chain-of-custody standards for pulp and paper mills, printers, and other wood product industries. Those that meet the FSC's high standards and undergo regular, independent audits may become FSC certified. While controversial forestry often harms or destroys forest ecosystems, with FSC, the emphasis is on management approaches that conserve and restore these vital ecosystems. FSC-certified paper starts in an FSC certified forest. From the forest to the mill to the printer, wood destined to become FSC-certified paper is tracked and handled by FSC-certified chain-of-custody operators at every step of the process. That way, consumers can be sure that the end-product paper contains responsibly grown and harvested material only.

The WVDNR agrees that FSC paper probably does not change the color quality of the printed material but as a State of WV agency committed to natural resource conservation we feel it important to choose FSC-certified paper for the magazine.

The WVDNR is amending 3.1.7.1 to read. "Printer must be able to provide a copy of single certification for FSC within 9 months of contract award. If they are not able to obtain the certification an option for renewal of the contract will not be granted and the contract will be re-bid. Although 9 months is being granted the earliest adoption date of the FSC certification is the most advantageous to both the printer and publisher."

2. To extend the bid opening from 11/12/2014 to 11/18/2014. The bid opening remains at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR1500000032

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.


Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

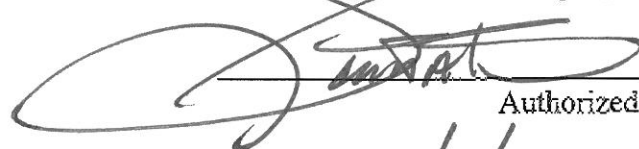
Addendum Numbers Received:


(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.



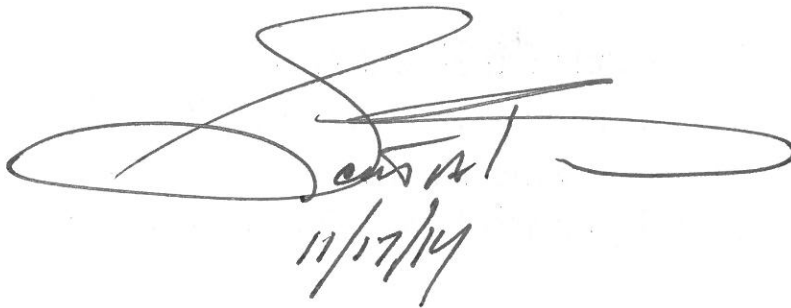
Company


Authorized Signature


Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

If Chapman Printing Co. is the successful bidder in the DNR15000000032 request for bid, then Chapman Printing will provide a copy of the FSC certification that is requested by the State of West Virginia under request for quotation 3.1.7.



Handwritten signature and date: 11/17/14



Contractors Association of West Virginia

2114 Kanawha Boulevard, East • Charleston, West Virginia 25311 • (304) 342-1166 FAX (304) 342-1074
www.cawv.org • cawv@cawv.org

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Daniel B. Fleisher

*Senior Vice President

Dan Cooperider

*Vice President

C. R. Neighborgall IV

Treasurer

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Chairman, Asphalt

Pavement Association

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Chairman, Building Division

James B. Ridgeway

Chairman, Highway/Heavy

Division

John P. Boyle II

Chairman, Utilities Division

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Division

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Vice Chairman, Associate

Division

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Director of Administration

Wendy M. Long

Communications Manager

Cassidy D. Webb

Planroom Administrator

Cheryl R. Clark

Executive Director

Asphalt Pavement Association

Patrick M. Parsons

Office Manager

Asphalt Pavement Association

Alice H. George

EXPO Office Manager

Katie G. Bradley

*Executive Committee

November 17, 2014

To Whom it May Concern:

It is my pleasure to recommend the printing services of the Chapman Printing Company. For many years our association has worked directly with Harry "Moke" Wagner and Larry Martin on numerous printing projects. The company offers quality, great service and competitive rates. We are always pleased with their work and in the rare instance we are not, CPC is quick and efficient in doing what's necessary to make it so.

One project in particular illustrates their attention to detail and concern for quality, our bi-monthly magazine *West Virginia Construction News*. Not only does CPC print the magazine, but their subsidiary Champion Output Solutions mails the issues to our subscribers. We believe that their creativity and knowledge of direct mailing strategies led to such success. We also use the Chapman Printing Company for our WV Construction & Design Exposition materials, both printing and mailing services.

These services are highly recommended and I look forward to continuing to work with them in the future. Please consider Chapman Printing Company for your printing needs.

Best Regards,

Cassidy Webb
Communications Manager





November 17, 2014

To Whom It May Concern:

On behalf of the Independent Oil and Gas Association of West Virginia (IOGAWV), I would urge you to work with Chapman Printing Company (Chapman) if you want to achieve the outstanding results we've received.

Chapman has been our printing partner for 20 years. We are pleased with their work consistently, especially for our monthly magazine, *IOGA News*. The staff provides outstanding attention to detail, sometimes catching errors we may have missed or less than ideal artwork submitted by our advertisers.

They provide us with the highest quality of work and their team approach assures our work is delivered on time each month. Suggestions from Chapman's team have allowed us to maintain our budget each year and they are pleasant, professional and proactive in helping us achieve our publication goals.

Whether they are printing letterhead and envelopes, our 300-page annual directory or monthly issues of the award-winning *IOGA News*, Chapman Printing Company exceeds our expectations.

Sincerely,

Charlie Burd

Executive Director

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: THE CHAPMAN PRINTING CO Signed: [Signature]
 Date: 11/6/14 Title: SVP SALES

RFQ No. DNR1500000032STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: THE CHAPMAN PRINTING COAuthorized Signature: [Signature] Date: 11/11/14State of WEST VIRGINIACounty of KANAWHA, to-wit:Taken, subscribed, and sworn to before me this 11th day of NOVEMBER, 2014My Commission expires 5-18, 2017**AFFIX SEAL HERE****NOTARY PUBLIC**[Signature: Vickie S. Samples]

Purchasing Affidavit (Revised 07/01/2012)

