# Request for Quotation No. DCH10001

Department of Administration Purchasing Division PO Box 50130 2019 Washington Street, East Charleston, WV 25305-0130 (304) 558-2063

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**Notice:** File sizes may be large. Depending on your Internet connection, these documents may take several minutes or longer to download.

Downloadable files:

DCH10001

Addendum 1

ATTENTION BIDDERS: Changes to this request for quotation may be posted to this web page at any time. It is your responsibility to check back daily to see if any addenda have been posted.

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

DATE PRINTED TERMS OF SALE SHIP VIA

# Request for

DCH10001

\$HELLY MURRAY

XADDRESS:CORRESPONDENCE TO ATTENTION OF A <u> 304-558-8801</u>

RFQ COPY TYPE NAME/ADDRESS HERE

Cenveo 1820 Portal Street Baltimore, MD 21224 DIVISION OF CULTURE & HISTORY

F.O.B. FREIGHT TERMS

SH-P CULTURAL CENTER 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0300 558-0220

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- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
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- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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- 3. Complete all sections of the quotation form.
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- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



>WZCOC

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

# Request for

DCH10001

PAGE

ADDRESS:CORRESPONDENCE TO ATTENTION OF \$HELLY MURRAY

3<u>04-558-8801</u>

DIVISION OF CULTURE & HISTORY

CULTURAL CENTER 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0300 558-0220

Cenveo 1820 Portal Street Baltimore, MD 21224

TYPE NAME/ADDRESS HERE

RFQ COPY

	ERMS OF SALE	SHIPVIA	FGB	FREIGHTTERMS
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SIGNATURE Permis	Burn	TELEPHONE 410-	-633-1291 DATE	6/24/09
Account Executive	FEIN 84-	1250534		TO BE NOTED ABOVE

Bidder shall provide the pricing for the publication of GOLDENSEAL magazine in accordance with the specifications and the terms and conditions state herein. Failure to provide pricing for all of the items below will result in bid disqualification.

<b>BASE PRICE</b> : 72 Pages and Cover including mailing and f	reight
20,000 copies of GOLDENSEAL, as specified	20,542.
20,000 coupon inserts as specified above\$	1,382.
Additions or subtractions to base price of GOLDENSEAL:	
additional copies, per 1,000\$	647.
decrease copies, per 1,000 <u>\$</u>	518.
additional coupon inserts, per 1,000\$	26.
decrease coupon inserts, per 1,000\$	21.
decrease pages by one (1) eight-page signature in text (total 64 pages) \$	2,116. Less
additional for substitution of one (1) eight-page color signature in text\$	1,196. Add'1.
additional for substitution of one (1) four-page color signature in text \$	1,546, Add'1.
additional for color separations for color photos in text, each	35.
additional for photo duotones in text, each <u>\$</u>	15.
hourly fee that vendor will charge for major changes or minor changes due to editorial alterations on any pages over 20	85.

EACH ISSUE WILL BE PAID AT THE BASE PRICE, ADJUSTED ACCORDING TO THE ITEMIZED ADDITIONS OR SUBTRACTIONS SCHEDULE ON THIS PAGE.

HYPOTHETICAL ISSUE: The preceding sections call for 20,000 copies of a magazine of 72 pages, plus cover, with 100 halftones. Actual issues printed under this contract will vary in their make-up and in the quantity ordered. Using the base price and the itemized additions and subtractions to the base which you have entered in the preceding section, please price the following hypothetical issue of GOLDENSEAL. This example is similar to actual recent issues or anticipated future issues:

#### Printer's should bid on one choice only below: Sheet-fed Press or Web Press

	Text Paper 60# Fortune Matte for Sheet-fed Press	60# Soft	t Paper Influence Gloss for eb Press	
BASE PRICE for 20,000 copies, including mailing and freight 72 pages, with perfect binding, as on previous page	* * * sapistanjimpindis bilipina angantamana sasassa sas	\$	20,542.	
Hypothetical number of pages: 64				
Subtract cost of one (1) eight-page signature	* * * *********************************	\$	2,116.	Less
Hypothetical number of copies ordered: 18,500				
Subtract cost of 1,500 copies	* 1 *	\$	910.	Less
Coupon insert in all copies. Cost of 20,000 coupons	+ + *	\$	1,382.	
Subtract cost of 1,500 coupons	***	\$	25.	Less
64 halftones, rather than 100. Subtract cost of 36 halftones	4 1	\$	540.	Less
Photo Duotones. Add cost for three (3) photo duotones	à • •	\$.	45.	
Editorial Alterations				
Twenty-five (25) pages of minor changes (additional charge for 5 pages above maximum 20), based on hourly rate.	****	\$	215.	
Add one page (1) of major change (example: reposition one (1) photograph substitute one (1) paragraph of text), based on hourly rate	oh, ··- <u>·</u>	\$	43.	-
TOTAL PRICE FOR HYPOTHETICAL ISSUE		\$	18,636.	•

Note to vendors: Bid will be awarded on the basis of hypothetical issue.

Alternate #1 HYPOTHETICAL ISSUE: The preceding sections call for 20,000 copies of a magazine of 72 pages (TRIM SIZE 8.375" x 10.875"), plus cover, with 100 halftones. Actual issues printed under this contract will vary in their make-up and in the quantity ordered. Using the base price and the itemized additions and subtractions to the base which you have entered in the preceding section, please price the following hypothetical issue of GOLDENSEAL. This example is similar to actual recent issues or anticipated future issues:

#### Printer's should bid on one choice only below: Sheet-fed Press or Web Press

	Text Paper 60# Fortune Matte for Sheet-fed Press	60/ Sof	ext Paper # Influence ft Gloss for Veb Press	
BASE PRICE for 20,000 copies, including mailing and freight 72 pages(TRIM SIZE 8.375" x 10.875"), with perfect binding, as on previous page.	• * * * *	. \$	20,542.	
Hypothetical number of pages: 64				
Subtract cost of one (1) eight-page signature	4 * * <u></u>	\$	2,116.	Less —
Hypothetical number of copies ordered: 18,500				
Subtract cost of 1,500 copies	• • • •	\$	910.	Less
Coupon insert in all copies. Cost of 20,000 coupons	F F 6	\$	1.382.	
Subtract cost of 1,500 coupons	* * *	\$	25.	<u>L</u> ess
64 halftones, rather than 100. Subtract cost of 36 halftones	<b>▶ • •</b>	\$	540.	<u>L</u> ess
Photo Duotones. Add cost for three (3) photo duotones	***	\$	45.	<del></del>
Editorial Alterations				
Twenty-five (25) pages of minor changes (additional charge for 5 pages above maximum 20), based on hourly rate	· · · ·	\$	215.	
Add one page (1) of major change (example: reposition one (1) photograph substitute one (1) paragraph of text), based on hourly rate	oh, ···	\$	43.	
TOTAL PRICE FOR <u>ALTERNATE #1</u> HYPOTHETICAL ISSUE	10-0-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	\$ :	18,636.	<del></del>

Note to vendors: Bid will be awarded on the basis of hypothetical issue.



June 18, 2009

Shelly Murray Department of Administration Purchasing Division Building 15 2019 Washington Street, East Charleston, WV 25305-0130 RECEIVED

2009 JUN 29 P 12: 17

PURCHASING DIVISION STATE OF WV

Dear Shelly:

It is the intention of Cenveo to print, mail and deliver the Goldenseal Magazine (RFQ No. DCH10001) according to the attached specifications. All of the production and mailing would be completed in our facility in Baltimore. Any additional production, such as color separations, would also be accomplished in-house. I have enclosed our equipment list and also a list of twelve magazines that we have produced over the last five years that are fifty or more pages.

Our printing company here in Baltimore has been in continual existence since 1830. Our total sales per year are approximately thirty-five million dollars.

We have very successfully printed and mailed the West Virginia tax packets for several years. We enjoy a very close relationship with that department.

We very much look forward to the possibility of producing for you the Goldenseal Magazine.

Thank you for your consideration. Please call or email me with any questions or comments.

Sincerely,

Dennis Burns

Dennis Burns

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**Enclosures** 



June 18, 2009

Shelly Murray
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Shelly:

Enclosed please find our equipment list.

Below please find a list of twelve magazines that we have printed and mailed or distributed in the last five years. We have also produced many perfect bound annual reports for major corporations and organizations. The names of these are also available. All of the below listed magazines were produced here in our Baltimore facility:

Baltimore Orioles Magazine
Inside UPS Magazine
Congressional Quarterly Magazine
National Geographic Traveler Magazine
Research @ Smith Magazine (University of Maryland)
USA Philatelic Magazine (United States Post Office)
Brandywine Signature Magazine
Whitman Magazine (Syracuse University)
Bucknell World (Bucknell University)
Walters Art Gallery Magazine
Brookes Publishing Magazine
Morgan State University Magazine

Shelly Murray
Department of Administration
June 18, 2009
Page 2

Vennis Burns

I look forward to the possibility of producing your Goldenseal Magazine. Your specified printing schedule is a comfortable amount of time.

Sincerely,

Dennis Burns

Enclosure



### EQUIPMENT LIST CENVEO BALTIMORE

#### Pre Press

FTP Site Services - Customer file transfer to our server Mac & PC Workstations - Creo Prinergy Workflow and Trapping System Digital Proofing-

HP Spinjet & Colorline laser proofs / Epson Digital 10600 proofing system equipped with Cenveo ColorScience proofing / Epson Digital 9600

Digital Platemaking - Epson Proofing (Gracol 7 Certified) and Kodak Magnus Platesetter with Auto Loader and Multi Cassette Unit

Screen Flatbed Scanner - Maximum scannable image is 13" x 21"

### Web Offset Presses

Baker Perkins G14 - 22-3/4" x 38" - 8 color

2 Roll stands, with double former and combination folder and Vitz sheeter Maximum sheet size -22-3/4" x 38"; minimum sheet size -22-3/4" x 14-1/2"; Maximum printing area -22-7/16" x 37-7/8"; maximum sheet thickness -9 pt.

Heidelberg 16 - 23 - 1/8" x 38" - 6 color

Double web configuration with 6 printing units

Permit 4/color and 2/color form printing simultaneously, or up to 6 colors on a single web

Folding allows the web to be split into 2 ribbons, offering a variety of folded products and inline perforating, and spine gluing

38" Maximum web width, 17-11/32" minimum web width, 23-1/8" cutoff Maximum sheet thickness – 9 pt.

## Sheet Fed Presses

(2) - Komori 6/color S40 + Aqueous Coater Tower - 40" maximum sheet size Maximum sheet thickness 40pt. cover/ board stock

Heidelberg SM 102 Perfector - 4 color, 40" maximum sheet size

### Bindery and Finishing

#### Saddle Stitchers

Mueller-Martini 335

8 Pockets with trimmer, inline cover feeder and 5-knife trimmer, inline punch

Sheridan SP705

8 Pockets, inline cover feeder, 5-knife trimmer, counter stacker and Domino inkjet system with inside/outside capability

Mueller-Martini

Bravo Plus, 8 pockets with trimmer, inline cover feeder, insert folder feeder, 5-knife trimmer, counter stacker and Domino inkjet system/outside capability, in-line wafer sealing and mailing

### Perfect Binder

Mueller-Martini

30 Pocket gatherer, book splitter and 3-knife trimmer

#### Die Cutting

Bobst 31 x 44 Die Cutter with Gluer

Maximum sheet size 31" x 44", minimum sheet size 15" x 17"

#### Support Services

- (8) High speed Heidelberg folders with automatic presser/stackers and auto fugitive gluer
- (2) Automatic SP polar cutting system
- (2) Lawson computer controlled programmable up to 60" wide

Lawson SD automatic drill with 5 heads

(3) Lawson Vari-speed drills with 5 heads

Weldatron 1206 shrinkwrapper with sealer

Shanklin HIS shrinkwrapper

(2) Lantech plastic wrappers for pallets

Weldatron "L" sealer/polybaggers

Kirk-Rudy KR215 labeling system

Kirk-Rudy 535 tabbing machine

Video Jet System 4000 inkjet with base

### Find out more about Cenveo & our 84 facilities, visit: http://www.cenveo.com



DOCZMA

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

## Request for Quotation

DCH10001

SHELLY MURRAY

304-558-8801

DIVISION OF CULTURE & HISTORY

ADDRESS.CORRESPONDENCE TO ATTENTION OF

CULTURAL CENTER 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0300 558-0220

RFQ COPY TYPE NAME/ADDRESS HERE

Cenveo 1820 Portal Street Baltimore, MD 21224

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

# Request for DCH10001

DCH10001

\*\*\*\*\*\*\*\*\*\*ADDRESS:CORRESPONDENCE:(O/A)FIENTION.OB

SHELLY MURRAY 304-558-8801

DIVISION OF CULTURE & HISTORY

CULTURAL CENTER 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0300 558-0220

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Cenveo

TYPE NAME/ADDRESS HERE

1820 Portal Street

Baltimore, MD 21224

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

#### Request for Quotation

DCH10001

PAGE 3

ADDRESS CORRESPONDENCE TO ATTENTION OF SHELLY MURRAY

304-558-8801 DIVISION OF

DIVISION OF CULTURE & HISTORY

CULTURAL CENTER
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0300 558-0220

SHIP VIA FREIGHT/TERMS TERMS OF SALE FOB. DATEPRINTED 06/04/2009 30 Days Net Mailed Mailed Included in prices BID OPENING DATE: 06/23/2009 BID OPENING TIME 01:30PM AMOUNT **QUANTITY** UNITERICE ITEM NUMBER ÜOP LINE BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009 WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. EXHIBIT 6 PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE DRIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, SUCH REQUESTS FOR AND INCREASE PUBLISHED PRICE LISTS. SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF SEE/REVERSE SIDE FOR TERMS AND CONDITIONS 410-633-1291 6/18/09 ADDRESS CHANGES TO BE NOTED ABOVE 84-1250534 Account Executive



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

# Request for Quotation

DCH10001

PAGE

ADDRESS:CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY

RFQ COPY TYPE NAME/ADDRESS HERE

Cenveo 1820 Portal Street Baltrimore, MD 21224 DIVISION OF CULTURE & HISTORY

CULTURAL CENTER
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0300 558-0220

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

DATE PRINTED TERMS OF SALE SHIP VIA

## Request for RECENUMBERS Quotation

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FREIGHT TERMS

\*ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF SHELLY MURRAY

304-558-8801

CHARLESTON, WV 25305-0300 558-0220

RFQ COPY DIVISION OF CULTURE & HISTORY TYPE NAME/ADDRESS HERE CULTURAL CENTER Cenveo 1900 KANAWHA BOULEVARD, EAST 1820 Portal Street Baltimore, MD 21224

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*****			D OF RFQ	DCH10	001 ***** TOT	See Pages 9 and 10 for breakdown  AL: \$ 19,176.
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**SCOPE:** The Division of Culture and History is requesting bids for the quarterly publication of GOLDENSEAL magazine. Each quarterly publication may consist of 20,000 magazines that include approximately 72 interior pages and have a trimmed size of 8-1/2" x 11".

INTENT: GOLDENSEAL magazine is a highly visible publication that is sold to the public by subscription and through newsstand sales and has received many years of broad acceptance. The successful vendor shall work with the Division of Culture and History's GOLDENSEAL staff to produce a very high quality publication.

**VENDOR QUALIFICATIONS:** Potential Vendors must be affiliated either with the Printing Industry Association of the South (PIAS) or Printing Industries of America/Graphic Arts Technical Foundation (PIA/GATF) (now known as Printing Industries of America), Vendor will demonstrate that they have been in the magazine printing business at least five (5) years and shall indicate a named list that they have published at least ten (10) similar publications of at least fifty (50) pages within the past five (5) years.

**COVER PAPER:** Cover Stock, 8 pt., coated both sides, subject to approval of editor. Outside front and back cover to be varnished, except for area on back cover where address is printed, if necessary.

**TEXT PAPER:** 72 book pages, 60# semi-gloss text, subject to advance approval of editor. Number of pages may vary.

**PAPER SUBSTITUTIONS:** Editor requires 30-days advance written notice of paper substitutions and such written notice must be accompanied by printed samples of proposed substitute paper stock, subject to editor's written approval.

**COVER INK:** Front and back inner and outer covers to be four-color process plus 1 PMS color, varnish as specified above, full bleed off all four (4) sides.

**TEXT INK:** 72 text pages to be black, plus 1 PMS color throughout; halftone and screen bleeds off one (1) to four (4) sides throughout. Four-color process on text pages optional, at price specified.

**QUANTITY:** Base bid to be supplied on 20,000 copies per quarterly issue. Overruns may be accepted, but are not billable.

**COMPOSITION:** Typesetting, layout, and design to be provided by the editor as PageMaker, Quark or In Design software files from a MacIntosh computer system. These files will be provided on recordable compact disks (CD-Rs).

**HALFTONES & COLOR SEPARATIONS:** To average 100 b/w in each issue; color separations optional at price specified. All to be printed 150-line screen.

**COLOR QUALITY:** When used, critical color required and must be color corrected if necessary at printer's expense to match quality of original print, transparency, or slide. Random focus must be used on all color photos.

PRINT QUALITY: Excellence of production, printing, and assembly of the magazine and high overall quality is of extreme importance. In submitting bids, printers represent that they have inspected sample issues of GOLDENSEAL Failure to meet these standards, as determined by the editor upon delivery of each issue, will result in a negotiated discount of the total invoice, refused delivery, or if negotiations are unsuccessful cancellation of the contract. (See also CANCELLATIONS below.)

**DESIGN AND ART:** The editor will provide design and layout as indicated under "Composition" above. All original copy, art, photos, computer disks or cartridges, negatives, etc. are the property of GOLDENSEAL and must be returned promptly, at printer's expense.

Cover design is created and provided by magazine, including typography, masthead, and back cover map. Printer adjusts for color and overall printing quality.

**PROOFS:** The printer must provide a final "blueline" or equivalent high-resolution proof, and other proofs as necessary at no additional charge, including shipping. A chromalin of the cover at full size and proofs for any additional four-color work must also be submitted for approval.

**EDITORIAL ALTERATIONS:** During the final proof stage of magazine production, editor reserves the right to make minor changes and adjustments on up to twenty (20) pages of text at no additional charge. These may include changes in the use of spot color, single character or single word text changes, photo trapping adjustments, minor corrections to the positioning of graphic elements, etc.

Major corrections may be billed at the printer's actual hourly cost and must be itemized on the invoice for each specific instance. Major corrections include photo substitutions, extensive text revisions, page redesigns, etc.

BINDING: Perfect bound.

**COUPON INSERT:** Print coupon insert front and back in black ink on 75# white return postcard, trimmed to 8-1/2" x 7", perforated and scored, bound into magazines, one each. Coupon design to be provided for each of four (4) issues covered by the one (1) year contract.

MAILING: Magazines to be labeled, sorted, and delivered to the Charleston Post Office by printer according to standard postal regulations and within normal postal hours. The editor will supply the mailing list via e-mail or computer disk. The GOLDENSEAL mailing list is the confidential and exclusive property of GOLDENSEAL magazine, and is to be used only as authorized by the editor. The

printer must provide advanced Zip-plus-4 sortation, according to U.S. Postal Service second class/periodicals regulations, using CASS (Coding Accuracy Support System) and PAVE (Pre-sort Accuracy Verification) certified software. The ability to provide advanced mailing services is of the essence of this contract.

SPECIAL PACKING: All unmailed copies must be packed in boxes weighing a maximum of 25 pounds each. These boxed magazines and the receipt for mailed copies must be delivered to editor on the mailing day. Postage will be paid directly by the magazine. An itemized bill with charges outlined is required following delivery of the magazines. Additional charges, including reimbursement for shipping or delivery of drop shipments, should be invoiced separately and itemized.

**DELIVERY TIME:** Total production time for each issue not to exceed three (3) calendar weeks, not withstanding weekends and holidays, from delivery of design and art through date of mailing. Production schedule to be agreed upon between editor and printer, consistent with keeping GOLDENSEAL on schedule for publication in early March, early June, early September and early December.

Timeliness is of the essence in this contract. According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$200 per calendar day for failure to provide the specified deadline for delivery of GOLDENSEAL on the mailing day. This clause shall in no way be considered exclusive and shall not limit the State or Division of Culture and History's right to pursue any other additional remedy to which the State or Division may have legal cause for action including further damages against the Vendor.

**SUBCONTRACTOR:** Subcontracting all or part of this contract is prohibited, except by advance written approval of the editor.

CANCELLATIONS: The editor reserves the right to notify the West Virginia Division of Purchasing and request a cancellation of the contract for failure to deliver the magazine according to the contract specifications, failure to deliver the expected print quality, failure to adhere to postal regulations and guidelines, or for unauthorized use of the GOLDENSEAL mailing list.

TIMELINE AND RENEWAL: Services is expected to begin July 1, 2009, and extend until June 30, 2010. This contract may be renewed upon mutual written consent, submitted to the Purchasing Director/Editor of GOLDENSEAL at least 75 days prior to expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) consecutive one (1) year periods. Renewal may include a price adjustment, reflecting actual documented changes in the cost of raw materials, subject to mutual agreement and further subject to the approval of the Purchasing Director/Editor of GOLDENSEAL.

Bidder shall provide the pricing for the publication of GOLDENSEAL magazine in accordance with the specifications and the terms and conditions state herein. Failure to provide pricing for all of the items below will result in bid disqualification.

BASE PRICE:	72 Pages and 0	Cover,	including	mailin	g and f	reight
20,000 copies of GOLDENSEA	L, as specified	*** *** *** **		<u>\$ 2</u>	0,542.	
20,000 coupon inserts as speci	fied above	• • • • • • • • • • • • • • • • • • • •		<u>\$</u>	1,382.	
Additions or subtractions to	•					
additional copies, per 1,000.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	**********		\$	647.	
decrease copies, per 1,000						-
additional coupon inserts, pe	r 1,000		*****	\$	26.	<del></del>
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decrease pages by one (1)	ight-page signature	e in text (	total 64 page	es)\$	2,116.	Less
additional for substitution of	one (1) eight-page	color sig	nature in text	t\$	1,196.	Add'1.
additional for substitution of	one (1) four-page c	olor sign	ature in text.	\$	1,546.	<u>A</u> dd'1.
additional for color separatio	ns for color photos	in text, e	each	\$	35.	
additional for photo duotone	s in text, each			\$	15.	***********
hourly fee that vendor will cha editorial alterations on any pa	arge for major chan ges over 20	ges or m	ninor change	s due to	<u>\$ 85.</u>	***************************************

EACH ISSUE WILL BE PAID AT THE BASE PRICE, ADJUSTED ACCORDING TO THE ITEMIZED ADDITIONS OR SUBTRACTIONS SCHEDULE ON THIS PAGE.

# BIDDER MUST COMPLETE THIS PAGE. FAILURE TO PROVIDE PRICING FOR ALL OF THE ITEMS BELOW WILL RESULT IN BID DISQUALFICATION.

**HYPOTHETICAL ISSUE:** The preceding sections call for 20,000 copies of a magazine of 72 pages, plus cover, with 100 halftones. Actual issues printed under this contract will vary in their make-up and in the quantity ordered. Using the base price and the itemized additions and subtractions to the base which you have entered in the preceding section, please price the following hypothetical issue of GOLDENSEAL. This example is similar to actual recent issues or anticipated future issues:

BASE PRICE for 20,000 copies, including mailing and freight 72 pages, with perfect binding, as on previous page	. <u>\$</u>	20.542.	
Hypothetical number of pages: 64			
Subtract cost of one (1) eight-page signature	. <u>\$</u>	2,116.	Less
Hypothetical number of copies ordered: 18,500			
Subtract cost of 1,500 copies	. <u>\$</u>	910.	Less
Coupon insert in all copies. Cost of 20,000 coupons	<u>\$</u>	1,382.	i
Subtract cost of 1,500 coupons	<u>.\$</u>	25.	Less
Photo Duotones. Add cost for three (3) photo duotones	. <u>\$</u>	45.	
Editorial Alterations			
Twenty-five (25) pages of minor changes (additional charge for 5 pages above maximum 20), based on hourly rate	<u>\$</u>	215.	<b>.</b>
Add one page (1) of major change (example: reposition one (1) photograph substitute one (1) paragraph of text), based on hourly rate	ា, . <u>ន</u>	<u>43.</u>	<del></del>
TOTAL PRICE FOR HYPOTHETICAL ISSUE	\$	19,176.	_

Note to vendors: Bid will be awarded on the basis of hypothetical issue.

Rev. 11/07

# State of West Virginia

# **VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.	ing the date of this certification; <b>or</b> , Bidder is a partnership, association or corporation resbusiness continuously in West Virginia for four (4) ye ownership interest of Bidder is held by another individualintained its headquarters or principal place of burneceding the date of this certification; <b>or</b> , Bidder is a porresident vendor which has an affiliate of	ed continuously in West Virginia for four (4) years immediately preced- sident vendor and has maintained its headquarters or principal place of ears immediately preceding the date of this certification; or 80% of the dual, partnership, association or corporation resident vendor who has usiness continuously in West Virginia for four (4) years immediately or subsidiary which employs a minimum of one hundred state residents pal place of business within West Virginia continuously for the four (4)		
2.	working on the project being bid are residents of Wet immediately preceding submission of this bid; or,	g the life of the contract, on average at least 75% of the employees st Virginia who have resided in the state continuously for the two years		
3.	affiliate or subsidiary which maintains its headquar	um of one hundred state residents or is a nonresident vendor with an iters or principal place of business within West Virginia employing a ies that, during the life of the contract, on average at least 75% of the ployees are residents of West Virginia who have resided in the state		
4.	Application is made for 5% resident vendor pre Bidder meets either the requirement of both subdivis	ference for the reason checked: sions (1) and (2) or subdivision (1) and (3) as stated above; or,		
5.	Bidder is an individual resident vendor who is a vetera and has resided in West Virginia continuously for submitted; or,	reference who is a veteran for the reason checked: an of the United States armed forces, the reserves or the National Guard the four years immediately preceding the date on which the bid is		
6.	Bidder is a resident vendor who is a veteran of the purposes of producing or distributing the commoditie continuously over the entire term of the project, on	oreference who is a veteran for the reason checked: United States armed forces, the reserves or the National Guard, if, for es or completing the project which is the subject of the vendor's bid and average at least seventy-five percent of the vendor's employees are state continuously for the two immediately preceding years.		
require agains or ded	ements for such preference, the Secretary may order t t such Bidder in an amount not to exceed 5% of the bi ucted from any unpaid balance on the contract or purc			
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.				
Bidde	** ***********************************	Signed:		
Date:_		Title:		
*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.				

RFQ No.	DCH	10001	
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# STATE OF WEST VIRGINIA Purchasing Division

## PURCHASING AFFIDAVIT

#### **VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

#### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

#### **ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

#### **CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name:	Cenveo, 🔼	$\sim$			
Authorized Signature: _	Den	wis 12	Date:	6/18/09	
Durahanian Stitutovit / Davinad	04/04/2001				



June 24, 2009

Shelly Murray
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Shelly:

Enclosed please find Addendum Number One for RFQ No. DCH10001 for the printing, mailing and delivery of the Goldenseal Magazine. Also, please find a copy of the original RFQ that was sent and received at your office prior to the original opening date of June 23, 2009.

Thank you for your consideration. I look forward to the opportunity of working with you.

Sincerely, Dennis Burns

Dennis Burns

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**Enclosures**