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

Request for

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ADDRESS CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY 304-558-8801

*517145653 800-572-7804 PROGRESS PRINTING COMPANY 2677 WATERLICK ROAD

LYNCHBURG VA 24502 DIVISION OF CULTURE & HISTORY

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

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*517145653 800-572-7804 PROGRESS PRINTING COMPANY 2677 WATERLICK ROAD

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***517145653**

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ENDOR LYNCHBURG VA 24502 1900 KANAWHA BOULEVARD, EAST Ţ DATE PRINTED TERMS OF SALE SHIP VIA F.O.B FREIGHT TERMS 06/04/2009 **BID OPENING DATE:** 06/23/2009 BID OPENING TIME 01:30PM

LINE QUANTITY UOP. ITEM NUMBER UNIT PRICE AMOUNT: PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT. PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR. PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY. NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FEIN



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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.

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.

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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.

We are Quoting 4/c process

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:

20,000 copies of GOLDENSEAL, as specified	B15,995
20,000 coupon inserts as specified above	\$ 888.00
Additions or subtractions to base price of GOLDENSEAL:	
additional copies, per 1,000	3799/n
decrease copies, per 1,000	8822/m
additional coupon inserts, per 1,000	# 43.50/M
decrease coupon inserts, per 1,000	\$ 45.95/m
decrease pages by one (1) eight-page signature in text (total 64 pages).	# 4
additional for substitution of one (1) eight-page color signature in text	£1200
additional for substitution of one (1) four-page color signature in text	
additional for color separations for color photos in text, each	N \$50 per 50AN
additional for substitution of one (1) four-page color signature in text additional for color separations for color photos in text, each additional for photo duotones in text, each	DIF rew as 4/6 pro
hourly fee that vendor will charge for major changes or minor changes do editorial alterations on any pages over 20	ue to \$60/Hr.

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

Mailing is a Additional Cost ASS Mail File Prep is \$ (50.00 Inkyet Addressing is \$ 18/m Quoting 4/c Process

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, 72 pages, with perfect binding, as on previous page	B/5,995
Hypothetical number of pages: 64	
Subtract cost of one (1) eight-page signature	# 14,196
Hypothetical number of copies ordered: 18,500	
Subtract cost of 1,500 copies	814,057
Coupon insert in all copies. Cost of 20,000 coupons	<u>* 888.00</u>
Coupon insert in all copies. Cost of 20,000 coupons	* 865.00
and the second s	
Editorial Alterations # 7 per page IF PDF is	supplied
Twenty-five (25) pages of minor changes (additional charge for 5 pages above maximum 20), based on hourly rate	
Add one page (1) of major change (example: reposition one (1) photograp substitute one (1) paragraph of text), based on hourly rate	
TOTAL PRICE FOR HYPOTHETICAL ISSUE	\$14,987
Note to vendors: Bid will be awarded on the basis of hypothetical iss	sue. \$ 14,987

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.

ing 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 partnership, association or each of this certification or 80% of the ownership interest of Bidder is 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 partnership, association or 80% of the ownership interest of Bidder is certification; or so so continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.
By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.
Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder: Date: 6-10-69 Date: 5qles

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

RFQ	No.	
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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:	drogress	Pronting			
Authorized Signature:	1Mh	1 m	Date:	6-10-09	
Purchasing Affidavit (Revised 01/0)1/09)	,			

Corporate Office 2677 Waterlick Road · Lynchburg, VA 24502 800-572-7804 · www.progressprinting.net

ESTIMATE

June 10, 2009

Shelly Murray State of West Virginia Department of Administration 2019 Washington Street East Charleston, WV 25305-0130

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

Estimate Number: 114401 Salesperson: Jeff L. May Estimate Date: 6/9/2009 Estimated By: SRR

Goldenseal magazine- 72 pages + cover

8 1/2 x 11 perfect bound

Cover

80# White Dull Cover Grade 3

4c Process / Both Sides

PMS / Both Sides

Aqueous Coating Gloss / Both Sides

Text

60# White Gloss Text Grade 3

4c Process / Both Sides

Client to provide PDF Single Page Files

Progress Printing Co. to provide 1 complete contract color proof

Box Convenient & Skid Pack

0% Overs; 0% Unders

FOB PPC

*Additional costs for mailing not included in estimate price:

Mail File Set up \$150; each additional file/version will be \$50 each.

Ink jet, sort and mail = \$18/M (Postage not included).

**If 2 pms (black & pms) on text - add \$1,000.00

Stock Grade and Size Subject to Availability.

Please consult with your Progress Printing Account Representative.

Estimate Totals:

Quantity:	19,000	20,000	21,000
Price:	\$15,618	\$15,995	\$16,441
Estimated Shipping & Handling:			
Total:	\$15,618	\$15,995	\$16.441

All overs will be sold at 80% of per unit price.

Thank you,

Your Progress Printing Sales Team



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ESTIMATE

June 10, 2009

Shelly Murray State of West Virginia Department of Administration 2019 Washington Street East Charleston, WV 25305-0130

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

Estimate Number:

114414

Salesperson:

Jeff L. May

Estimate Date:

6/9/2009

Estimated By:

SRR

Bind-in Insert 8 1/2 x 7 flat bind-in

Insert (binds between sigs)
75# 7pt White Hi Bulk
Black / Both Sides - perforated
Client to provide PDF Single Page Files
Progress Printing Co. to provide 1 complete contract color proof
Box Convenient & Skid Pack
0% Overs; 0% Unders
FOB PPC

Stock Grade and Size Subject to Availability.

Please consult with your Progress Printing Account Representative.

Estimate Totals:

Quantity:	18,500	19,000	20,000	21,500	
Price:	\$865	\$873	\$888	\$927	
Estimated Shipping & Handling:					
Total:	\$865	\$873	\$888	\$927	/
All overs will be sold at 80% of per unit price.	44.7	olm 18. aslm	44.40l	4 3.	(1 pm
Thank you	44.	4		•	

Thank you,

Your Progress Printing Sales Team

This Estimate, unless previously withdrawn, shall be valid for thirty days from the date hereof, and order is subject to acceptance at the executive offices of Progress Printing, Lynchburg, VA. All purchase orders should be addressed to Progress Printing at the address or fax number as stated on this quotation. Progress Printing is not responsible for any printing or services that may be described in documentation other than as listed herein. Our acceptance of your order or purchase order is expressly conditioned on your assent to the terms and conditions as stated on the attached Seller's Terms and Conditions and Seller's Limited Warranty. Any item not specifically listed and detailed above is hereby excluded from this quotation.

Go to www.progressprinting.net/pdfs/ppo-terms-and-warranty.pdf to view and print Sellers Terms and Conditions and Limited Warranty.

Shipping and Handling:

Shipment is F.O. B. Lynchburg, Virginia, USA. Shipping and handling cost is an estimate only. The actual cost charged by the carrier may differ.

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ESTIMATE

June 10, 2009

Shelly Murray State of West Virginia Department of Administration 2019 Washington Street East Charleston, WV 25305-0130

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

Estimate Number:

114422

Salesperson:

Jeff L. May

Estimate Date:

6/9/2009

Estimated By:

SRR

Goldenseal magazine- 64 pages + cover

8 1/2 x 11 perfect bound

Cover

80# White Dull Cover Grade 3

4c Process / Both Sides

PMS / Both Sides

Aqueous Coating Gloss / Both Sides

Text

60# White Gloss Text Grade 3

4c Process / Both Sides

Client to provide PDF Single Page Files

Progress Printing Co. to provide 1 complete contract color proof

Box Convenient & Skid Pack

0% Overs; 0% Unders

FOB PPC

*Additional costs for mailing not included in estimate price:

Mail File Set up \$150; each additional file/version will be \$50 each.

Ink jet, sort and mail = \$18/M (Postage not included).

**If 2 pms (black & pms) on text - add \$1,000.00

Stock Grade and Size Subject to Availability.

Please consult with your Progress Printing Account Representative.

Estimate Totals:

Quantity:	18,500	20,000	21,500
Price:	\$14,057	\$14,196	\$14,811
Estimated Shipping & Handling:			
Total:	\$14,057	\$14,196	\$14,811

All overs will be sold at 80% of per unit price.

Thank you,

Your Progress Printing Sales Team

Dear Gold	denseal Mag	Azive,
We are quoted protoday mo	excited about	t this apportunity. We have magazine as 4-c process. With while of less to print 4-c process
De be arise	magazine f	et, Maryland, and many others
We are	willing to	sent Samples : A Needed
	•	Key and 5
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		900-572-7804
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		reconstruction of the second o
	·	
	Jeff May	
Dan arras Drimbina	Catalog/Publication Specialist	
Progress Printing piece of mind	2677 Waterlick Road Lynchburg, VA 24502	
	800-572-7804 (tf) 434-832-7506 (direct)	

urg, Virginia 24502

nia 23230

434-851-6338 (cell) 434-237-1618 (fax)

jmay@progprint.com