



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

Request for Quotation

RFQ NUMBER:
DCH10001

PAGE:
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY
304-558-8801

VENDOR

Charlene Santiago
 T Cumming Printing Company
 4 Peters Brook Drive
 P.O. Box 16495
 Hooksett, NH 03106-6495

SHIP TO

DIVISION OF CULTURE & HISTORY
CULTURAL CENTER
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0300 558-0220

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	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				SHELLY MURRAY		
RFQ. NO.:				DCH10001		
BID OPENING DATE:				06/23/2009		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
603-623-5132						

CONTACT PERSON (PLEASE PRINT CLEARLY):						
Charlene Santiago						

***** THIS IS THE END OF RFQ DCH10001 ***** TOTAL:						<u>\$19,975.00</u>

RECEIVED

2009 JUN 30 A 10:31

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
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."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
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



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 Department of Administration
 Purchasing Division
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304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

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CULTURAL CENTER
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25305-0300 558-0220

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>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.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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Cumming Printing Company
 Attention: Charlene Santiago
 PO Box 16495
 Hooksett, NH 03106-6495

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06/22/2009				

BID OPENING DATE: 06/30/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 ----- THIS ADDENDUM IS ISSUED TO ALLOW AN ALTERNATIVE PRICE FOR A TRIM SIZE OF 8.375" X 10.875". ATTACHMENT: REVISED PRICING PAGES THE BID OPENING DATE IS EXTENDED FROM: 06/23/2009 TO : 06/30/2009						
0001	1	LS		966-50		
PRINTING: MAGAZINE EXHIBIT 10 REQUISITION NO.: DCH10001 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charlene Santiago</i>	TELEPHONE 1 800-647-0035	DATE 6/29/09
TITLE <i>Sales Rep</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COPY
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NO. 1
 NO. 2
 NO. 3
 NO. 4
 NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

VENDOR MUST CLEARLY 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.

Chad Satyp
 SIGNATURE

Cummings Printing
 COMPANY

6/29/09
 DATE

REV. 11/96

----- END OF ADDENDUM NO. 1 -----

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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.....	<u>\$19,975.00</u>
20,000 coupon inserts as specified above.....	<u>810.00</u>

Additions or subtractions to base price of GOLDENSEAL:

---additional copies, per 1,000.....	<u>660.00</u>
---decrease copies, per 1,000.....	<u>660.00</u>
---additional coupon inserts, per 1,000.....	<u>28.00</u>
---decrease coupon inserts, per 1,000.....	<u>28.00</u>
---decrease pages by one (1) eight-page signature in text (total 64 pages)....	<u>1,465.00</u>
---additional for substitution of one (1) eight-page color signature in text.....	<u>450.00</u>
---additional for substitution of one (1) four-page color signature in text.....	<u>375.00</u>
---additional for color separations for color photos in text, each.....	<u>50.00</u>
---additional for photo duotones in text, each.....	<u>15.00</u>
---hourly fee that vendor will charge for major changes or minor changes due to editorial alterations on any pages over 20.....	<u>85.00/hr.</u>

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	Text Paper 60# Influence Soft Gloss for Web Press
BASE PRICE for 20,000 copies, 72 pages, with perfect binding, as on previous page.....		\$19,975.00
Hypothetical number of pages: 64		
Subtract cost of one (1) eight-page signature.....		11,465.00
Hypothetical number of copies ordered: 18,500		
Subtract cost of 1,500 copies.....		915.00
Coupon insert in all copies. Cost of 20,000 coupons.....		810.00
Subtract cost of 1,500 coupons.....		42.00
64 halftones, rather than 100. Subtract cost of 36 halftones.....		288.00
Photo Duotones. Add cost for three (3) photo duotones.....		45.00
Editorial Alterations		
Twenty-five (25) pages of minor changes (additional charge for 5 pages above maximum 20), based on hourly rate....		125.00
Add one page (1) of major change (example: reposition one (1) photograph, substitute one (1) paragraph of text), based on hourly rate.....		42.50
TOTAL PRICE FOR HYPOTHETICAL ISSUE		\$18,287.50

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 Text Paper 60# Influence Soft Gloss for Web Press

BASE PRICE for 20,000 copies, 72 pages (TRIM SIZE 8.375" x 10.875"), with perfect binding, as on previous page..... \$19,975.00

Hypothetical number of pages: 64
Subtract cost of one (1) eight-page signature..... 1,465.00

Hypothetical number of copies ordered: 18,500
Subtract cost of 1,500 copies..... 915.00

Coupon insert in all copies. Cost of 20,000 coupons..... 810.00

Subtract cost of 1,500 coupons..... 42.00

64 halftones, rather than 100. Subtract cost of 36 halftones..... 288.00

Photo Duotones. Add cost for three (3) photo duotones..... 45.00

Editorial Alterations

Twenty-five (25) pages of minor changes (additional charge for 5 pages above maximum 20), based on hourly rate.... 125.00

Add one page (1) of major change (example: reposition one (1) photograph, substitute one (1) paragraph of text), based on hourly rate..... 42.50

TOTAL PRICE FOR ALTERNATE #1 HYPOTHETICAL ISSUE **\$18,287.50**

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

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: Cummings printing

Authorized Signature: Charles Santiago Date: 6/29/09

References

Ms. Elizabeth Hobby
The International Morgan Connection
Cranston, RI 02905
(401) 941-1515
Email: morconnect@aol.com

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Cummings
Publication Printers Since 1914