



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

Solicitation

NUMBER
DCH13001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 804-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

*Index, Inc
 303 Haywood Road
 Greenville, SC
 29607*

SHIP TO

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

DATE PRINTED
06/08/2012

BID OPENING DATE: 06/13/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ISSUED TO DISTRIBUTE ADDITIONAL TERMS AND CONDITIONS PER THE ATTACHED.		
				BIB OPENING DATE AND TIME REMAINS 06/13/12 @1:30 P.M.		
0001	1	LS		966-50		
				PRINTING: MAGAZINES		
***** THIS IS THE END OF RFQ DCH13001 ***** TOTAL:						18,045.00

RECEIVED
 2012 JUN 12 AM 10:26
 WV PURCHASING DIVISION

SIGNATURE <i>Elizabeth Gledoch</i>	TELEPHONE <i>803-318-8328</i>	DATE <i>June 8, 2012</i>
TITLE <i>Sales Associate</i>	FEIN <i>57-0965700</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

Fax *864-234-7287*

ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may 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.

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.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

a. **Required Information.** The subcontractor list shall contain the following information:

- I. Bidder's name
- II. Name of each subcontractor
- III. License numbers as required by W. Va. Code § 21-11-1 et. seq.

iv. Notation that no subcontractors will be used if the bidder will perform the work

b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- I. The subcontractor listed in the original bid has filed for bankruptcy;
- II. The subcontractor in the original bid has been debarred or suspended; or
- III. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



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
 DCH13001

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Indexx, Inc
 303 Haywood Road
 Greenville, SC
 29607

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
05/24/2012	Net 30	Best way	Destination	Prepaid
BID OPENING DATE: 06/13/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50		\$18,045.00
PRINTING: MAGAZINES THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF CULTURE AND HISTORY, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PRINT "GOLDENSEAL" MAGAZINE PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Elizabeth G. DeLoach	TELEPHONE: 803-318-8328	DATE: June 8, 2012
TITLE: Sales Associate	FEIN: 57-0965700	ADDRESS CHANGES TO BE NOTED ABOVE

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

Fax 864-234-7287

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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
 DCH13001

PAGE
 2

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Indexx, Inc
303 Haywood Road
Greenville, S.C. 29607

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
05/24/2012	Net 30	Best Way	Destination	Prepaid
BID OPENING DATE: 06/13/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Elizabeth G. DeLoach</i>	TELEPHONE <i>803-318-8328</i>	DATE <i>June 8, 2012</i>
TITLE <i>Sales Associate</i>	FEIN <i>57-0965700</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

Fax 864-234-7287



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
 DCH13001

PAGE
 3

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

PURCHASER

RFQ COPY
 TYPE NAME/ADDRESS HERE

Index, Inc
303 Haywood Road
Greenville, SC
29607

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
05/24/2012	Net 30	Best Way	Destination	Prepaid
BID OPENING DATE: 06/13/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 01/17/2012</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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> <p>BUYER: PAUL REYNOLDS FILE 43</p> <p>RFQ. NO.: DCH13001</p> <p>BID OPENING DATE: JUNE 13, 2012</p> <p>BID OPENING TIME: 01:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Elizabeth Godek</i>	803-318-8328	June 8, 2012	
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>Sales Associate</i>	57-0965700		

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

Fax 864-234-7287



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
 DCH13001

PAGE
 4

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Index, Inc
 303 Haywood Road
 Greenville, SC
 29607

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
05/24/2012	Net 30	Best Way	Destination	Prepaid

BID OPENING DATE: 06/13/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION. ----- ***** THIS IS THE END OF RFQ DCH13001 ***** TOTAL: <u>\$18,045.00</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Elizabeth G deBoach TELEPHONE: 803-318-8328 DATE: June 8, 2012
 TITLE: Sales Associate FEIN: 57-0965700 ADDRESS CHANGES TO BE NOTED ABOVE

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

Fax 864-234-7287

SCOPE: The Division of Culture and History is requesting bids for the quarterly publication of GOLDENSEAL magazine. Each quarterly publication may consist of 15,000 magazines that include 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 must have five years experience in the magazine printing business 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. Successful vendor must register with the WV Purchasing Division and WV Secretary of State's office and pay appropriate fees to them.

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 prior 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 15,000 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), or uploaded to the vendor's website via the Internet.

HALFTONES & COLOR SEPARATIONS: To average 100 b/w in each issue; color separations optional at price specified. All to be printed with 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 this 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 in 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, notwithstanding weekends and holidays, from delivery of design and art through date of mailing and delivery of all unmailed copies to GOLDENSEAL office. 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.

7

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, failure to meet delivery deadlines, or for unauthorized use of the GOLDENSEAL mailing list.

TIMELINE AND RENEWAL: Services shall begin July 1, 2012, and extend until June 30, 2013. 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.

Bidder shall provide the pricing for the publication of GOLDENSEAL magazine in accordance with the specifications and the terms and conditions stated herein.

BASE PRICE:

15,000 copies of GOLDENSEAL, as specified \$18,045
15,000 coupon inserts as specified above 450

Additions or subtractions to base price of GOLDENSEAL:

--additional copies, per 1,000..... \$1,203
--decrease copies, per 1,000 (1203)
--additional coupon inserts, per 1,000..... \$ 30
--decrease coupon inserts, per 1,000 (30)
--decrease pages by one (1) eight-page signature in text (total 64 pages)..... (2,000)
--additional for substitution of one (1) eight-page color signature in text \$2,000
--additional for substitution of one (1) four-page color signature in text..... \$1,000
--additional for color separations for color photos in text, each \$10.00
--additional for photo duotones in text, each \$ 5.00
--hourly fee that vendor will charge for major changes or minor changes due to editorial alterations on any pages over 20..... No charge

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

BIDDER MUST COMPLETE NEXT PAGE

HYPOTHETICAL ISSUE: The preceding sections call for 15,000 copies of a magazine of 72 pages, 9 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 15,000 copies with perfect binding, as on previous page.	\$ <u>18,045</u>
Hypothetical number of pages: 72.....	_____
Hypothetical number of copies ordered: 14,500.....	_____
Subtract cost of 500 copies	<u>(600)</u>
Coupon insert in all copies. Cost of 15,000 coupons.....	<u>450</u>
Subtract cost of 500 coupons.....	<u>(15)</u>
Photo Duotones. Add cost for three (3) photo duotones	<u>15</u>
Editorial Alterations	
Twenty-five (25) pages of minor changes (additional charge for 5 pages above maximum 20), based on hourly rate	<u>no charge</u>
Add one page (1) of major change (example: reposition one (1) photograph, substitute one (1) paragraph of text), based on hourly rate	<u>no charge</u>
TOTAL PRICE FOR HYPOTHETICAL ISSUE	\$ <u>17,895</u>

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

State of West Virginia
VENDOR PREFERENCE CERTIFICATE N/A

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. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
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,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **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: _____ Signed: _____
Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentally established by a county or municipality; any separate corporation or instrumentally established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Indexx, Inc

Authorized Signature: Elizabeth G. DeLoach Date: June 11, 2012

State of SC

County of Richland, to-wit:

Taken, subscribed, and sworn to before me this 11 day of June, 2012.

My Commission expires February 13, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC Elizabeth Dunham