



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
DCH07001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
05/07/2006				

BID OPENING DATE: **05/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50		
PRINTING OF GOLDENSEAL MAGAZINE REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH PRINTING FOR GOLDENSEAL MAGAZINE. VENDOR WILL PROVIDE (4) QUARTERLY ISSUES. TRIM SIZE: 8 1/2" X 11" VENDORS ARE TO BASE BIDS ON QUANTITY OF 20,000 COPIES. VENDORS ARE TO SUBMIT BID FOR EITHER WEB PRESS OR SHEET-FED PRESSES. DIFFERENT PAPER IS SPECIFIED FOR EACH. VENDOR MAY ONLY BID ON ONE OF THE TWO. SPECIFICATIONS PER ATTACHED. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JULY 1, 2006 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.						

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 \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/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, this contract is automatically null and void, and is terminated 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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 cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230



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
DCH07001

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
05/07/2006				

BID OPENING DATE: **05/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>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 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>						

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'



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
DCH07001

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
05/07/2006				

BID OPENING DATE: **05/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED 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. 04/11/2001</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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,</p>						

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'



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
DCH07001

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
05/07/2006				

BID OPENING DATE: **05/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p>						

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'



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
DCH07001

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
05/07/2006				

BID OPENING DATE: **05/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p>						

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'



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
DCH07001

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
05/07/2006				

BID OPENING DATE: **05/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, 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>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p> <p>STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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'



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
DCH07001

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
05/07/2006				

BID OPENING DATE: **05/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BUYER: 21</p> <p>RFQ. NO.: DCH07001</p> <p>BID OPENING DATE: 05/24/2006</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ DCH07001 ***** TOTAL: _____</p>						

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'

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 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.

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# Fortune Matte for sheet-fed presses, or 60# Influence Soft Gloss Text for web presses.

PAPER SUBSTITUTIONS: Editor requires 30-days advance written notice prior to print meeting 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). All elements will be in position except photographs, which are to be scanned and placed by printer.

HALFTONES & COLOR SEPARATIONS: To average 100 b/w in each issue; color separations optional at price specified. All to be printed 150-line screen. Printer must be able to work from all types of old and new original photographs.

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 and guarantee their ability to meet or exceed our minimum printing standards as shown in these samples. 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 cancellations of this contract. Bidders must, on a separate sheet, provide the names and phone numbers of three references for whom they have recently printed similar publications.

DESIGN AND ART: The editor will provide design and layout as indicated under "Composition" above, except in the use of silhouettes (average 5 per issue) and drop shadows (average 2 per issue). In some instances pre-scanned artwork will be provided. In addition, GOLDENSEAL may supply pre-scanned or digital photos, to be credited toward average total of 100 b/w halftones per issue as specified 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 scans and places cover image, and 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 8-½" 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: Production schedule to be agreed upon between editor and printer, consistent with keeping GOLDENSEAL on schedule for publication in mid-March, mid-June, mid-September and mid-December. Total production time for each issue not to exceed three (3) calendar weeks, notwithstanding weekends and holidays, from delivery of design and art to printer's representative through date of mailing. Printer's representative to meet with editor at least once per quarter, in Charleston, typically to take delivery of production materials. Early delivery of production materials shall be at the editor's discretion and at the printer's expense.

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 cancel the contract with written 30-day notice 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 shall begin July 1, 2006, and extend until June 30, 2007. 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 stated herein. **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:		
20,000 copies of GOLDENSEAL, as specified	_____	_____
20,000 coupon inserts as specified above	_____	_____
Additions or subtractions to base price of GOLDENSEAL:		
--additional copies, per 1,000	_____	_____
--decrease copies, per 1,000	_____	_____
--additional coupon inserts, per 1,000	_____	_____
--decrease coupon inserts, per 1,000	_____	_____
--additional b&w photos scanned by printer (above 100 per issue), each	_____	_____
--decrease b&w photos scanned by printer (fewer than 100 per issue), each.	_____	_____
--additional for substitution of one (1) eight-page color signature in text	_____	_____
--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	_____	_____
--additional for silhouettes (above 5 per issue), each	_____	_____
--additional for drop shadows (above 2 per issue), each	_____	_____
--hourly fee that vendor will charge for major changes or minor changes due to editorial alterations on any pages over 20	_____	_____

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

BIDDER MUST COMPLETE NEXT 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 GOLD-ENSEAL. 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 with perfect binding, as on previous page	_____	_____
Hypothetical number of copies ordered: 18,500		
Subtract cost of 1,500 copies	_____	_____
Coupon insert in all copies. Cost of 20,000 coupons	_____	_____
Subtract cost of 1,500 coupons	_____	_____
64 halftones, rather than 100. Subtract cost of 36 halftones	_____	_____
Photo Duotones. Add cost for three (3) photo duotones	_____	_____
Editorial Alterations		
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) photograph, substitute one (1) paragraph of text), based on hourly rate	_____	_____
Design and Art		
7 silhouettes (add 2 silhouettes)	_____	_____
5 drop shadows (add 3 drop shadows)	_____	_____
TOTAL PRICE FOR HYPOTHETICAL ISSUE	_____	_____

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

A F F I D A V I T

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 owned 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 instrumentality established by a county or municipality; any separate corporation or instrumentality 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 exceed 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor’s Name: _____

Authorized Signature: _____ Date: _____